

**FOURTH AMENDED AND RESTATED
LOAN AND SECURITY AGREEMENT**

Effective as of December 17, 2020

by and among

UMB BANK, N.A.
a national banking association

as Lender,

and

EXPRESS GRAIN TERMINALS, LLC,
a Mississippi limited liability company,

EXPRESS PROCESSING, LLC,
a Mississippi limited liability company,

and

EXPRESS BIODIESEL, LLC
a Mississippi limited liability company,

as Borrowers

EXHIBIT A

FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the “Agreement”) is dated as of December 17, 2020 (the “Effective Date”), by and among **EXPRESS GRAIN TERMINALS, LLC**, a Mississippi limited liability company (“EGT”); **EXPRESS BIODIESEL, LLC**, a Mississippi limited liability company (“EB”); and **EXPRESS PROCESSING, LLC**, a Mississippi limited liability company (“EP”), jointly and severally as borrower (collectively, and with their respective successors and assigns permitted under the Loan Documents, the “Borrowers”; and “Borrower” means any one of them), and **UMB BANK, N.A.**, a national banking association (collectively with its successors, and any subsequent holder or holders of the Notes “Lender”).

RECITALS:

The following recitals are a material part of this Agreement.

A. Borrowers and Lender are parties to that certain Third Amended and Restated Loan and Security Agreement having an effective date of February 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time, and most recently by that certain Sixth Amendment to Third Amended and Restated Loan and Security Agreement dated as of November 30, 2020, the “Prior Loan Agreement”).

B. Pursuant to the Prior Loan Agreement, Lender has made available to Borrowers a Revolving Loan Facility in the current maximum principal amount of Forty Five Million and 00/100 Dollars (\$45,000,000), and a Term Loan in the original maximum principal amount of Twenty Eight Million and 00/100 Dollars (\$28,000,000) (collectively, the “Existing Credit Facility”). Borrowers are indebted to Lender for the principal amount currently outstanding on the Existing Credit Facility, together with all accrued but unpaid interest, fees and any other amounts due in accordance with the terms of the Prior Loan Agreement.

C. Borrowers have requested that Lender (1) convert a portion of outstanding balance of the Revolving Loan Facility to term debt and increase the maximum principal amount of the Term Loan to \$35,000,000, (2) modify the Revolving Loan Commitment (as defined in the Prior Loan Agreement) to \$40,000,000, (3) extend the existing Maturity Date (as defined in the Prior Loan Agreement), and (4) modify the Prior Loan Agreement and the Loan Documents, and Lender is willing to do so on the terms and conditions hereinafter set forth.

D. In exchange for Lender’s continued extension of credit to Borrowers, as well as other financial accommodations hereinafter described, Borrowers are willing to grant and continue to grant to Lender a security interest and lien upon the Collateral to secure all of the Obligations.

E. Borrowers and Lender desire to amend and restate the Prior Loan Agreement in its entirety in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged,

Borrowers and Lender hereby amend and restate the Prior Loan Agreement so that as so amended and restated it reads in its entirety as follows:

AGREEMENTS:

Section 1. DEFINITIONS

1.1 Defined Terms. For the purposes of this Agreement, the following capitalized words and phrases shall have the meanings set forth below (terms defined in the singular will have the same meaning when used in the plural and vice versa).

“Absorption Costs” means those costs and expenses incurred by any Borrower in connection with acquiring and/or processing Inventory.

“Account Debtor” means any Person who is or may become obligated under or with respect to an Account.

“Accounts” means all trade accounts, accounts receivable or other receivables, or other rights to payment for goods sold or services rendered owing to any Borrower.

“Accounts Payable” means all obligations of the Borrowers for accounts payable, other than for money borrowed, incurred in the ordinary course of business, including, without limitation, Grain Payables.

“Acquisition” means any transaction or series of related transactions, consummated on or after the date of this Agreement, by which any Borrower directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) (a) all or substantially all of the assets of, or of one or more business units of, any other Person, whether through purchase of assets, merger, consolidation or otherwise or (b) at least a majority (in number of votes) of the equity interests having voting power in any corporation, partnership, limited liability company, cooperative or other entity.

“Affiliate” means, for any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” means the power, directly or indirectly, to direct or cause the direction of management or policies of a Person (through ownership of voting securities, by contract or otherwise), provided that, in any event for purposes of this definition any Person that owns directly or indirectly securities having ten percent (10%) or more of the ordinary voting power for the election of directors of a corporation or ten percent (10%) or more of the partnership or other ownership interests of any other Person will be deemed to control such corporation or other Person.

“Alternative Base Rate” means the Prime Rate plus or minus a spread adjustment (which may be a positive or negative value or zero), as determined by Lender (with the intention that the Prime Rate plus or minus such spread shall yield an Interest Rate substantially equivalent to the previously available LIBOR Rate plus the Applicable Margin).

“Anti-Terrorism Laws” means any Law relating to terrorism or money laundering, including Executive Order No. 13224, the USA Patriot Act, the Laws compromising or implementing the Bank Secrecy Act and the Laws administered by the United States Treasury Department’s Office of Foreign Asset Control (as any of the foregoing may from time to time be amended).

“Applicable Margin” means the rate per annum added to the LIBOR Rate to determine the Interest Rate, as determined by Lender from time to time based on the Borrower’s available Working Capital, as calculated based on the financial statements of Borrower delivered to Lender pursuant to Section 8.8 hereof for the Borrower’s immediately preceding fiscal quarter, as set forth below:

Level	Working Capital	Applicable Margin
I	> \$15,000,000	3.40%
II	≥ \$10,000,000 and ≤ \$15,000,000	3.85%
III	> \$6,000,000 and < \$10,000,000	4.25%

The Applicable Margin as of the Closing Date is 4.25% and shall remain fixed at such rate through December 31, 2021. The Applicable Margin shall be subject to adjustment as of each Interest Rate Change Date occurring after December 31, 2021.

“Bankruptcy Code” means the United States Bankruptcy Code, as now existing or hereafter amended.

“Benchmark Replacement” means the sum of: (a) the alternate benchmark rate that has been selected by Lender *plus* (b) the Benchmark Replacement Adjustment; *provided that*, if the Benchmark Replacement as so determined would be less than zero, then the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement. Notwithstanding the provisions of the preceding sentence, if Borrower and Lender have entered into a Swap Transaction Document in connection with the interest rate on the Loan, then Benchmark Replacement shall be as determined by the provisions of the Swap Transaction Document irrespective of whether such determination were less than zero.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the LIBOR Rate with an Unadjusted Benchmark Replacement, the spread adjustment applied to the Unadjusted Benchmark Replacement (which may be a positive or negative value or zero), or the method for calculating or determining such spread adjustment, that has been selected by Lender, it being the intention that the Benchmark Replacement will be substantially equivalent to the previously available LIBOR Rate).

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative, or operational changes (including timing and frequency of determining rates and making payments of interest and other administrative matters) that Lender determines may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Lender in a manner substantially consistent with market practice (or, if Lender were to determine that adoption of any portion of such market practice is not administratively feasible, or if Lender were to determine that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as Lender would determine is reasonably necessary in connection with the administration of this Agreement).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the LIBOR Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the LIBOR Rate announcing that such administrator has ceased or will cease to provide the LIBOR Rate, permanently or indefinitely, provided that at the time of such statement or publication there is no successor administrator that will continue to provide the LIBOR Rate;

(2) a public statement or publication of information by: (a) the regulatory supervisor for the administrator of the LIBOR Rate, (b) the U.S. Federal Reserve System, (c) an insolvency official with jurisdiction over the administrator for the LIBOR Rate, (d) a resolution authority with jurisdiction over the administrator for the LIBOR Rate, or (e) a court of proper jurisdiction or an entity with similar insolvency or resolution authority over the administrator for the LIBOR Rate, which statement or publication states that the administrator of the LIBOR Rate has ceased or will cease to provide the LIBOR Rate permanently or indefinitely, and provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBOR Rate; or

(3) a public statement or publication of information by (a) the regulatory supervisor for the administrator of the LIBOR Rate, (b) the U.S. Federal Reserve System, or (c) a governmental or regulatory authority having jurisdiction over Lender, announcing that the LIBOR Rate is no longer representative of the market.

“Blender’s Tax Credits” means the federal tax credit for qualified biofuel blenders in the United States, which is equal to US\$1.00 per gallon of biodiesel or renewable diesel used in the blending process, and which is applicable retroactively to 2018 and 2019, as well as for the years 2020 through 2022.

“Blocked Person” means any Person (a) that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) with which Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) that commits, threatens or conspires to commit or supports “terrorism” as defined in Executive Order No. 13224, (e) that is named as a “specially designated national” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list or (f) who is affiliated or associated with a Person listed above.

“Borrowing Base Amount” means, at the time of determination, an amount equal to the sum of the following (without duplication):

- (a) 100% of the Borrowers’ Cash; plus
- (b) 100% of the Borrowers’ Eligible Commodity Account Equity in the Commodity Account; plus
- (c) 80% of the Borrowers’ Eligible Accounts; plus
- (d) 90% of the market value of Borrowers’ Eligible Inventory consisting of Grain that is evidenced by Warehouse Receipts; plus

(e) 80% of the market value of the Borrowers' Eligible Inventory consisting of Grain that is not evidenced by Warehouse Receipts; plus

(f) 80% of the market value of the Borrowers' Eligible Inventory consisting of soybean meal; plus

(g) 80% of the market value of the Borrowers' Eligible Inventory consisting of soybean oil; plus

(h) 50% of the market value of the Borrowers' Eligible Inventory consisting of soybean hulls, such margined value not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) of the Borrowing Base Amount; plus

(i) 80% of the market value of the Borrowers' Eligible Blender's Tax Credits, with such margined value not to exceed One Million and 00/100 Dollars (\$1,000,000) of the Borrowing Base Amount; plus

(j) 75% of the market value of the Borrowers' Eligible RINs, with such margined value not to exceed One Million and 00/100 Dollars (\$1,000,000) of the Borrowing Base Amount; plus

(k) 80% of the market value of the Borrowers' Eligible Inventory consisting of finished biodiesel fuel; plus

(l) 75% of Eligible Net Purchase Contract Equity, not to exceed Four Million and 00/100 Dollars (\$4,000,000) of the Borrowing Base Amount; provided, however, that if Eligible Net Purchase Contract Equity is negative, 100% of such Eligible Net Purchase Contract Equity shall be deducted from the Borrowing Base Amount; plus

(m) 75% of Eligible Soybean Crush Contract Equity, not to exceed Four Million and 00/100 Dollars (\$4,000,000) of the Borrowing Base Amount; provided, however, that if Eligible Soybean Crush Contract Equity is negative, 100% of such Eligible Soybean Crush Contract Equity shall be deducted from the Borrowing Base Amount; less

(n) 100% of all Accounts Payable.

“Borrowing Base Certificate” means a certificate, in the form prepared by Lender, certified as true, correct and complete by the president and controller of the Borrowers, setting forth the Borrowing Base Amount and each of its components, and acceptable to Lender in its sole and absolute discretion

“Business Day” means any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Kansas City, Missouri.

“Capital Expenditures” means all expenditures on new and replacement property, plant and equipment, but excluding expenditures made in connection with the replacement, substitution or restoration of assets to the extent financed (i) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored or (ii) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced.

“Capital Lease” means, as to any Person, a lease of any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, by such Person, as lessee, that is, or should be, in accordance with Financial Accounting Standards Board Statement No. 13, as amended from time to time, or, if such statement is not then in effect, such statement of GAAP as may be applicable, recorded as a “capital lease” on the financial statements of such Person prepared in accordance with GAAP.

“Capital Securities” means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person’s capital, whether now outstanding or issued or acquired after the date hereof, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership or any other equivalent of such ownership interest.

“Capitalized Lease Obligations” means, as to any Person, all rental obligations of such Person, as lessee under a Capital Lease which are or will be required to be capitalized on the books of such Person.

“Cash” means the aggregate immediately available cash balance, whether positive or negative, in Borrower’s deposit and other commercial account(s) with Lender. For purposes of calculating the Borrowing Base Amount, an aggregate book overdraft in Borrowers’ account(s) with Lender shall be reflected as a negative number.

“Change in Control” means the occurrence of any of the following events: (a) Guarantors collectively shall cease to own and control, directly or indirectly, at least 51% of the outstanding Capital Securities of each Borrower; (b) any Borrower shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Capital Securities of each Subsidiary; or (c) the granting by Guarantors or any Borrower, directly or indirectly, of a security interest in their ownership interest in any Borrower. For the purpose hereof, the terms “control” or “controlling” means the possession of the power to direct, or cause the direction of, the management and policies of the Borrower by contract or voting of securities or ownership interests.

“Closing Date” means the date on which all conditions precedent set forth in Section 3 are satisfied or waived by Lender.

“Collateral” shall have the meaning set forth in Section 6.1 hereof.

“Collateral Access Agreement” means an agreement in form and substance reasonably satisfactory to Lender pursuant to which a mortgagee or lessor of real property on which Collateral is stored or otherwise located, or a warehouseman, processor or other bailee of Inventory or other property owned by the Borrower or any Subsidiary, acknowledges the Liens of Lender and waives any Liens held by such Person on such property, and, in the case of any such agreement with a mortgagee or lessor, permits Lender reasonable access to and use of such real property following the occurrence and during the continuance of an Event of Default to assemble, complete and sell any collateral stored or otherwise located thereon.

“Commodities Contracts” means those contracts for the purchase or sale of commodities at a fixed price, to be delivered and paid for on a specified future date.

“Commodity Account” means a segregated, regulated hedging account for all of EGT’s hedging by means of trading in commodity futures contracts with RJ O’Brien or another brokerage firm approved in writing by Lender, and any agricultural commodity swaps.

“Commodity Account Equity” means, at any time, open trade equity less Commodity Account balance less net market value of options.

“Commodity Account Pledge Agreement” means that certain Security Agreement, Assignment of Account and Account Control Agreement dated as of November 13, 2015, executed among EGT, Lender and RJ O’Brien, providing for the pledge of the Commodity Account to Lender as Collateral for the Obligations, and all amendments, restatements, supplements and other modifications thereof from time to time.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Contingent Liability” and “Contingent Liabilities” means, respectively, each obligation and liability of the Borrowers and all such obligations and liabilities of the Borrowers incurred pursuant to any agreement, undertaking or arrangement by which the Borrower: (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the course of collection), including without limitation, any indebtedness, dividend or other obligation which may be issued or incurred at some future time; (b) guarantees the payment of dividends or other distributions upon the shares or ownership interest of any other Person; (c) undertakes or agrees (whether contingently or otherwise): (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received; (d) agrees to lease property or to purchase securities, property or services from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation; (e) to induce the issuance of, or in connection with the issuance of, any letter of credit for the benefit of such other Person; or (f) undertakes or agrees otherwise to assure a creditor against loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be deemed to be the outstanding principal amount (or maximum permitted principal amount, if larger) of the indebtedness, obligation or other liability guaranteed or supported thereby.

“Debt” means, as to any Person, without duplication, (a) all indebtedness of such Person; (b) all borrowed money of such Person (including principal, interest, fees and charges), whether or not evidenced by bonds, debentures, notes or similar instruments; (c) all obligations to pay the deferred purchase price of property or services; (d) all indebtedness secured by any Lien on any property owned by such Person, whether or not such indebtedness has been assumed by such Person (provided, however, if such Person has not assumed or otherwise become liable in respect of such indebtedness, such indebtedness shall be deemed to be in an amount equal to the fair market value of the property subject to such Lien at the time of determination); (e) the aggregate amount of all Capitalized Lease Obligations of such Person; (f) all Contingent Liabilities of such Person, whether or not reflected on its balance sheet; (g) all Hedging Obligations of such Person; (h) all Debt of any partnership of which such Person is a general partner; and (i) all monetary obligations of such Person under (i) a so-called synthetic, off-balance sheet or tax retention lease, or (ii) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be

characterized as the indebtedness of such Person (without regard to accounting treatment). Notwithstanding the foregoing, Debt shall not include trade payables and accrued expenses incurred by such Person in accordance with customary practices and in the ordinary course of business of such Person.

“Debt Service Coverage Ratio” means, for the twelve (12) month period ending on the last day of each fiscal quarter of the Borrowers, the consolidated (i) EBITDA, minus the sum of federal and state income taxes, Capital Expenditures which are not financed with funded Debt, and Distributions approved by Lender in writing in its sole and absolute discretion for such period, divided by the sum of (ii) rental expenses, interest expenses and Scheduled Principal Payments on long term Debt.

“Default Rate” means, (a) with respect to Revolving Loans, the Revolving Interest Rate in effect immediately prior to the occurrence of any Event of Default, plus five percent (5.00%), and (b) with respect to the Term Loan, the Term Loan Interest Rate in effect immediately prior to the occurrence of any Event of Default, plus five percent (5.00%).

“Depreciation” means the total amounts added to depreciation, amortization, obsolescence, valuation and other proper reserves, as reflected on the Borrowers’ financial statements and determined in accordance with GAAP.

“Distributions” means all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change in membership interests in any Borrower, from time to time received, receivable or otherwise distributed to any Borrower’s members in respect of or in exchange for any membership interest in any Borrower.

“Early Opt-in Election” means the occurrence of:

(1) (a) a determination by Lender that at least ten (10) currently outstanding U.S. Dollar-denominated financings at such time contain (as a result of amendment or as originally executed) as a benchmark interest rate, in lieu of the LIBOR Rate, a new benchmark interest rate to replace the LIBOR Rate, or (b) a determination by Lender that the LIBOR Rate (i) is no longer representative of the market, or (ii) does not adequately and fairly reflect the cost of making or maintaining the Loans at the LIBOR Rate; and

(2) the election by Lender to declare that an Early Opt-in Election has occurred and Lender providing written notice of such election to Borrower.

“EB QLIC Lenders” means collectively AMCREF Fund 47, LLC, a Louisiana limited liability company, and MuniStrategies Sub-CDE #26, LLC, a Mississippi limited liability company.

“EBITDA” means, for any period, (a) the sum for such period of: (i) Net Income, plus (ii) Interest Charges, plus (iii) federal and state income taxes, plus (iv) Depreciation and amortization, in each case to the extent included in determining Net Income for such period, all determined on a consolidated basis and in accordance with GAAP.

“EGT QLIC Lenders” means collectively AMCREF Fund 34, LLC, a Louisiana limited liability company, Rustic Ventures, L.L.C., a Virginia limited liability company, and AMCREF Fund 50, LLC, a Louisiana limited liability company.

“Eligible Accounts” means at any time all of the Borrowers’ Accounts which contain selling terms and conditions acceptable to Lender. The net amount of Eligible Accounts against which the Borrowers may borrow shall exclude all returns, discounts, credits and offsets of any nature. Unless otherwise agreed to by Lender in writing, Eligible Accounts do not include:

- (a) Accounts that are not owned by a Borrower free and clear of any assignment, claim or Lien except a perfected first-priority Lien in favor of Lender.
- (b) Accounts with respect to which the Account Debtor is a member, employee or agent of any Borrower.
- (c) Accounts with respect to which the Account Debtor is an Affiliate of any Borrower.
- (d) Accounts with respect to which goods are placed on consignment, guaranteed sale, or other terms by reason of which the payment by the Account debtor may be conditional.
- (e) Accounts with respect to which the Account Debtor is not a resident of the United States, except to the extent such Accounts are supported by insurance, bonds or other assurances satisfactory to Lender.
- (f) Accounts with respect to which any Borrower is or may become liable to the Account Debtor for goods sold or services rendered by the Account Debtor to any Borrower.
- (g) Accounts which are subject to dispute, counterclaim or setoff.
- (h) Accounts with respect to which the goods have not yet been shipped or delivered, or the services have not been rendered, to the Account Debtor.
- (i) Accounts with respect to which Lender, in its sole discretion, deems the creditworthiness or financial condition of the Account Debtor to be unsatisfactory.
- (j) Accounts of any Account Debtor who has filed or has had filed against it a petition in bankruptcy or an application for relief under any provision of any state or federal bankruptcy, insolvency, or debtor-in-relief acts; or who has had appointed a trustee, custodian, or receiver for the assets of such Account Debtor; or who has made an assignment for the benefit of creditors or has become insolvent or fails generally to pay its debts (including its payrolls) as such debts become due.
- (k) That portion of the Accounts of any single Account Debtor which has not been paid within 90 days from the invoice date.
- (l) That portion of the Accounts of any single Account Debtor which exceeds 20% of the total amount outstanding on the Eligible Accounts (the “Concentration Limit”); provided, however, that the Concentration Limit shall be increased from 20% to 30% for Eligible Accounts arising out of (i) the sale of soybean meal products to Peco Farms, Inc.; Sanderson Farms; Scoular; Cal-Maine Foods; and Prestage Farms, and (ii) the sale of soybean oil and finished biodiesel fuel to Delek US; Pilot/Flying J; and Love’s.

An Account which is at any time an Eligible Account, but which subsequently fails to meet any of the foregoing requirements, shall forthwith cease to be an Eligible Account. Further, with respect to any Account, if Lender at any time hereafter determines in its discretion that the prospect of payment or performance by the Account Debtor with respect thereto is materially impaired for any reason whatsoever, such Account shall cease to be an Eligible Account after notice of such determination is given to the Borrowers.

“Eligible Blender’s Tax Credits” means, at any time, all Blender’s Tax Credits of the Borrowers except Blender’s Tax Credits which are not owned by a Borrower free and clear of all security interests, liens, encumbrances and claims of third parties.

“Eligible Commodity Account Equity” means, at any time, all Commodity Account Equity of EGT except Commodity Account Equity which is not owned by EGT free and clear of all security interests, liens, encumbrances and claims of third parties.

“Eligible Inventory” means, at any time, all Inventory of the Borrowers except the following:

- (a) Inventory that is not owned by a Borrower free and clear of any assignment, claim or Lien except a perfected first-priority Lien in favor of Lender;
- (b) Inventory that is unsalable, slow-moving, obsolete, damaged, defective or unfit for further processing, as determined in the sole discretion of Lender;
- (c) Inventory that is “in transit” to a Borrower or held by a Borrower on consignment;
- (d) Inventory that is “work in progress” or Absorption Costs;
- (e) Inventory that is not stored and held in facilities owned by EGT at the Inventory Locations; provided, however, that if Inventory is stored and held in facilities that are not owned by EGT, it will not be excluded from the definition of “Eligible Inventory” by reason of its location if Lender is in possession of a Collateral Access Agreement with respect to such location; and
- (f) Inventory consisting of packaging.

Inventory which is at any time Eligible Inventory but which subsequently fails to meet any of the foregoing requirements shall forthwith cease to be Eligible Inventory.

“Eligible Net Purchase Contract Equity” means, at any time, all Net Purchase Contract Equity of the Borrowers except Net Purchase Contract Equity which is not owned by a Borrower free and clear of all security interests, liens, encumbrances and claims of third parties.

“Eligible RINs” means, at any time, all RINs of the Borrowers except RINs which are not owned by a Borrower free and clear of all security interests, liens, encumbrances and claims of third parties.

“Eligible Soybean Crush Contract Equity” means, at any time, all Soybean Crush Contract Equity of the Borrowers except Soybean Crush Contract Equity which is not owned by a Borrower free and clear of all security interests, liens, encumbrances and claims of third parties.

“Employee Plan” includes any pension, stock bonus, employee stock ownership plan, retirement, profit sharing, deferred compensation, stock option, bonus or other incentive plan, whether qualified or nonqualified, or any disability, medical, dental or other health plan, life insurance or other death benefit plan, vacation benefit plan, severance plan or other employee benefit plan or arrangement, including, without limitation, those pension, profit-sharing and retirement plans of any Borrower described from time to time in the financial statements of the Borrowers and any pension plan, welfare plan, Defined Benefit Pension Plans (as defined in ERISA) or any multi-employer plan, maintained or administered by a Borrower or to which any Borrower is a party or may have any liability or by which any Borrower is bound.

“Environmental Laws” means all present and future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Event of Default” means any of the events or conditions which are set forth in Section 11 hereof.

“Excess Cash Flow” means, on a consolidated basis for the Borrowers, for any period, an amount equal to any EBITDA which is in excess of the EBITDA necessary to achieve the Debt Service Coverage Ratio for such period required by this Agreement.

“Excluded Swap Obligation” means, with respect to any Obligor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Obligor of, or the grant by such Obligor of a security interest to secure, such Swap Obligation (or a Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Obligor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty of such Obligor or the grant of such security interests becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interests is or becomes illegal.

“GAAP” means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination; provided, however, that interim financial statements or reports shall be deemed in compliance with GAAP despite the absence of footnotes and fiscal year-end adjustments as required by GAAP.

“Grain” means unprocessed wheat, corn, soybeans, rye, oats, cotton, barley, sorghum, sunflower seed, rice, canola and millet, in each case held in such condition that it is readily marketable in the ordinary course of business.

“Grain Payables” means the Borrowers’ accounts payable owing for any purchases of Grain from growers.

“Greenwood Property” means the certain real property and improvements commonly known as 2015 River Road Extension, Greenwood, Mississippi 38930.

“Guarantor” and “Guarantors” means, respectively, each of and collectively, the following Persons: Michael W. Coleman and John R. Coleman.

“Guaranty” means that certain Amended and Restated Guaranty Agreement dated as of May 7, 2018, executed by Guarantors for the benefit of Lender, and all amendments, restatements, supplements and other modifications thereof from time to time.

“Hazardous Substances” means (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, radon gas and mold; (b) any chemicals, materials, pollutant or substances defined as or included in the definition of “hazardous substances”, “hazardous waste”, “hazardous materials”, “extremely hazardous substances”, “restricted hazardous waste”, “toxic substances”, “toxic pollutants”, “contaminants”, “pollutants” or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, the exposure to, or release of which is prohibited, limited or regulated by any governmental authority or for which any duty or standard of care is imposed pursuant to, any current or future Environmental Law.

“Indemnified Party” and “Indemnified Parties” means, respectively, each of Lender, any Affiliate of Lender, and each of their respective officers, directors, employees, attorneys and agents, and all of such parties and entities.

“Indemnity Agreement” means that certain Amended and Restated Environmental Indemnity Agreement dated as of May 7, 2018, executed by Borrowers and the Guarantors for the benefit of Lender, and all amendments, restatements, supplements and other modifications thereof from time to time.

“Intellectual Property” means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, patents, service marks and trademarks, and all registrations and applications for registration therefor and all licensees thereof, trade names, domain names, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Intercreditor Agreements” means collectively (i) that certain Intercreditor Agreement among Lender, EB and the EB QLICI Lenders dated as of July 2, 2020, and all amendments, restatements, supplements and other modifications thereof from time to time, and (ii) that certain Second Amended and Restated Intercreditor Agreement among Lender, EGT and the EGT QLICI Lenders dated as of July 2, 2020, and all amendments, restatements, supplements and other modifications of either of the foregoing from time to time.

“Interest Charges” means, for any period, the sum of: (a) all interest, charges and related expenses payable with respect to that fiscal period to a lender in connection with borrowed money or the deferred purchase price of assets that are treated as interest in accordance with GAAP, plus (b) the portion of Capitalized Lease Obligations with respect to that fiscal period that should be treated as interest in

accordance with GAAP, plus (c) all charges paid or payable (without duplication) during that period with respect to any Swap Transaction Documents.

“Interest Rate” means the Revolving Interest Rate or the Term Loan Interest Rate, as applicable.

“Interest Rate Change Date” means the date two (2) Business Days after the delivery to Lender of the quarterly or year-end financial statements of the Borrower, which initial change date shall occur after the delivery to Lender of the financial statements of the Borrower for the fiscal quarter ending December 31, 2021.

“Inventory” means all of the Borrowers’ raw materials, work in process, finished goods, merchandise, parts and supplies, of every kind and description, and goods held for sale or lease or furnished under contracts of service in which any Borrower now has or hereafter acquires any right, whether held by a Borrower or others, and all documents of title, Warehouse Receipts, bills of lading, and all other documents of every type covering all or any part of the foregoing. Inventory includes inventory temporarily out of the Borrowers’ custody or possession and all returns on Accounts.

“Inventory Locations” means the Sidon Property, the Greenwood Property and the Minter City Property.

“Liabilities” means at all times all liabilities of the Borrowers that would be shown as such on a balance sheet of the Borrowers prepared in accordance with GAAP.

“LIBOR Rate” means the One Month U.S. Dollar London Inter-Bank Offered Rate Yield as reported on Bloomberg Screen LIBOR01 or other similar service selected by Lender for the second (2nd) London Banking Day before the relevant Reset Date, unless a Benchmark Transition Event or an Early Opt-in Election shall have occurred.

Notwithstanding the provisions of the preceding paragraph, in no event shall the LIBOR Rate be deemed to be less than zero; *provided, however*, that if Borrower and Lender have entered into a Swap Transaction Document in connection with the Interest Rate on the Loans, then the LIBOR Rate shall be as determined by the provisions of the Swap Transaction Document irrespective of whether such determination were less than zero. A change to the Interest Rate shall not occur more often than once per month. Such adjustments shall become effective on the first (1st) day of each month following the date hereof, without adjustment for non-Business Days (each such first (1st) day, a “Reset Date”). If the initial advance hereunder were to occur on a day other than on a Reset Date, then the initial LIBOR Rate shall be that LIBOR Rate in effect two (2) London Banking Days prior to the date of such advance. As used herein, “London Banking Day” means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England. Borrower understands that Lender may make loans to any of its customers based on other rates of interest. Lender shall determine the Interest Rate applicable to the unpaid principal balance of the Loans based on the foregoing, and Lender’s determination thereof shall be conclusive and binding except in the case of manifest error.

“Lien” means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including, without limitation, an interest in respect of a Capital Lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

“Loan Documents” means this Agreement, the Commodity Account Pledge Agreement, the Mortgage, the Indemnity Agreement, the Guaranty, the Intercreditor Agreements and any and all such other instruments, documents, certificates and agreements from time to time executed and delivered by any Borrower or the Guarantors for the benefit of Lender as security for the Obligations, and all amendments, restatements, supplements and other modifications thereto.

“Loans” means, collectively, all Revolving Loans and the Term Loan made by Lender to Borrower under and pursuant to this Agreement.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the assets, business, properties, prospects, condition (financial or otherwise) or results of operations of the Borrowers taken as a whole, (b) a material impairment of the ability of Borrowers to perform any of the Obligations under any of the Loan Documents, or (c) a material adverse effect on (i) any substantial portion of the Collateral, (ii) the legality, validity, binding effect or enforceability against the Borrower of any of the Loan Documents, (iii) the perfection or priority of any Lien granted to Lender under any Loan Document, or (iv) the rights or remedies of Lender under any Loan Document.

“Minter City Property” means certain real property and improvements commonly known as 2820 County Road 26, Minter City, Mississippi 38944.

“Mortgage” means collectively, (i) that certain Deed of Trust, Assignment of Leases and Rents and Fixture Filing executed by EGT in favor of Lender, dated as of November 13, 2015 and recorded November 13, 2015 in Deed of Trust Book 804, Page 97 of the Leflore County Recorder of Deeds concerning the Greenwood Property and the Minter City Property, as amended prior to the Effective Date by that certain Modification of Deed of Trust, Assignment of Leases and Rents and Fixture Filing dated as of May 7, 2018 and recorded May 10, 2018 in Deed of Trust Book 846, Page 324 of the Leflore County Recorder of Deeds, and by that certain Second Modification of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed March 13, 2019 be effective as of February 15, 2019, and recorded March 19, 2019 in the Recorder’s Office in Deed of Trust Book No. 0860, Page 420, (ii) that certain Deed of Trust, Assignment of Leases and Rents and Fixture Filing executed by EGT in favor of Lender, dated as of November 13, 2015 and recorded November 13, 2015 in Deed of Trust Book 804, Page 59 of the Leflore County Recorder of Deeds concerning the Sidon Property, as amended prior to the Effective Date by that certain Modification of Deed of Trust, Assignment of Leases and Rents and Fixture Filing dated as of May 7, 2018 and recorded May 10, 2018 in Deed of Trust Book 846, Page 314 of the Leflore County Recorder of Deeds, and by that certain Second Modification of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed March 13, 2019 to be effective as of February 15, 2019, which was recorded on March 19, 2019 in the Recorder’s Office in Deed of Trust Book No. 0860, Page 410, and (iii) that certain Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filing executed by EB in favor of Lender, dated as of May 10, 2018 and recorded May 10, 2018 in Deed of Trust Book 846, Page 336 of the Leflore County Recorder of Deeds concerning the Sidon Property, as amended prior to the Effective Date by that certain Modification of Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed March 13, 2019 be effective as of February 15, 2019, and recorded March 19, 2019 in the Recorder’s Office in Deed of Trust Book No. 0860, Page 432, and all further amendments, restatements, supplements and other modifications of the foregoing from time to time.

“Mortgage Modification Agreements” shall have the meaning set forth in Section 3.1(e) hereof.

“Mortgaged Property” means the Sidon Property, the Minter City Property and the Greenwood Property.

“Net Purchase Contract Equity” means the aggregate of the Borrowers’ contract equity (whether positive or negative) under all Commodities Contracts under which any Borrower is the seller, less the Borrowers’ contract equity (whether positive or negative) under all Commodities Contracts under which any Borrower is the purchaser, calculated on the basis of all Commodity Contracts under which payment is due in the succeeding twelve (12) months.

“Net Income” means, with respect to the Borrowers, for the twelve (12) month period ending on the last day of each fiscal quarter, the net income (or deficit) of the Borrowers for such period after deducting, without duplication, operating expenses, provisions for all taxes and reserves (including reserves for deferred income taxes) and all other proper deductions, all determined in accordance with GAAP.

“Non-Excluded Taxes” shall have the meaning set forth in Section 2.8(a) hereof.

“Non-Utilization Fee” shall have the meaning set forth in Section 8.25 hereof.

“Notes” means, collectively, the Revolving Note and the Term Note.

“Obligations” means the Loans, as evidenced by the Notes, all interest accrued thereon (including interest which would be payable as post-petition in connection with any bankruptcy or similar proceeding, whether or not permitted as a claim thereunder), any fees due Lender hereunder, any expenses incurred by Lender hereunder and any and all other liabilities and obligations of the Borrowers to Lender under this Agreement and any other Loan Document, including any reimbursement obligations of the Borrowers in respect of surety bonds, all Swap Obligations of the Borrowers which are owed to Lender or any Affiliate of Lender, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, together with any and all renewals or extensions thereof.

“Obligor” means the Borrowers, any Guarantor, accommodation endorser, third party pledgor, or any other party liable with respect to the Obligations.

“Organizational Identification Number” means, with respect to each Borrower, the organizational identification number assigned to such Borrower by the applicable governmental unit or agency of the jurisdiction of organization of such Borrower.

“Other Taxes” means any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from the execution, delivery, enforcement or registration of, or otherwise with respect to, this Agreement or any of the other Loan Documents.

“Pass-Through Tax Liabilities” shall have the meaning set forth in Section 9.6 hereof.

“Permitted Liens” means (a) Liens for Taxes, assessments or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves in accordance with GAAP and in respect of which no Lien has been filed; (b) Liens arising in the ordinary course of business (such as (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law, and (ii) Liens in the form of deposits or pledges incurred in connection with worker’s compensation,

unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations) for sums not overdue or being contested in good faith by appropriate proceedings and not involving any advances or borrowed money or the deferred purchase price of property or services, which do not in the aggregate materially detract from the value of the property or assets of the Borrowers or materially impair the use thereof in the operation of the Borrowers' business and, in each case, for which it maintains adequate reserves in accordance with GAAP and in respect of which no Lien has been filed; (c) Liens described on Schedule 9.1 as of the Closing Date and the replacement, extension or renewal of any such Lien upon or in the same property subject thereto arising out of the extension, renewal or replacement of the Debt secured thereby (without increase in the amount thereof); (d) attachments, appeal bonds, judgments and other similar Liens, for sums not exceeding Twenty Five Thousand and 00/100 Dollars (\$25,000) arising in connection with court proceedings, provided the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings and to the extent such judgments or awards do not constitute an Event of Default under Section 11.10 hereof; (e) easements, rights of way, restrictions, minor defects or irregularities in title and other similar Liens not interfering in any material respect with the ordinary conduct of the business of the Borrowers; (f) Liens arising in connection with Capitalized Lease Obligations (and attaching only to the property being leased) to the extent the transaction does not violate any other provision of this Agreement; (g) Liens that constitute purchase money security interests on any property securing Debt incurred for the purpose of financing all or any part of the cost of acquiring such property, provided that any such Lien attaches to such property within twenty (20) days of the acquisition thereof and attaches solely to the property so acquired, to the extent the transaction does not violate any other provision of this Agreement; (h) Liens in favor of any QLICI Lenders and/or their successors or assigns to secure the Subordinated Debt; and (i) Liens granted to Lender hereunder and under the Loan Documents.

“Person” means any natural person, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity, whether acting in an individual, fiduciary or other capacity.

“Prime Rate” means the greatest prime rate of interest for U. S. banks as published in the “Money Rates” section of The Wall Street Journal, unless such rate were no longer available or published, in which case such rate shall be at a comparable rate of interest selected by Lender. Notwithstanding the provisions of the preceding sentence, in no event shall the Prime Rate be deemed to be less than zero; *provided, however*, if Borrower and Lender shall have entered into a Swap Transaction Document in connection with the interest rate on the Loans, then Prime Rate shall be as determined by the provisions of the Swap Transaction Document irrespective of whether such determination were less than zero. Each change in the Prime Rate shall be effective as of the date of publication of such change, and the interest rate under this Note shall be adjusted accordingly on the same date. Borrower understands that Lender may lend to any of its customers based on other rates of interest. Lender will determine the interest rate applicable to the unpaid principal balance of the Note based on the foregoing, and its determination thereof shall be conclusive and binding except in the case of manifest error.

“QLICI Lenders” means individually and collectively the EB QLICI Lenders and the EGT QLICI Lenders.

“Regulatory Change” means the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or

any central bank or other fiscal, monetary or other authority having jurisdiction over Lender or its lending office.

“Revolving Interest Rate” means a floating rate of interest equal to the LIBOR Rate, plus the Applicable Margin for Revolving Loans.

“Revolving Loan” and “Revolving Loans” means, respectively, each direct advance and the aggregate of all such direct advances made by Lender to the Borrower under and pursuant to this Agreement, as further described in Section 2.1 of this Agreement.

“Revolving Loan Availability” means, at any time, an amount equal to the lesser of (a) the Revolving Loan Commitment, or (b) the Borrowing Base Amount.

“Revolving Loan Commitment” means the maximum principal amount of the Revolving Loan Facility, which shall initially be Forty Million and 00/100 Dollars (\$40,000,000), and shall be subject to automatic seasonal adjustments without further notice to Borrowers, as follows: (i) Forty Million and 00/100 Dollars (\$40,000,000) from the Effective Date through April 30, 2021; (ii) Thirty Million and 00/100 Dollars (\$30,000,000) from May 1 through May 31, 2021; (iii) Twenty-Five Million and 00/100 Dollars (\$25,000,000) from June 1 through August 15, 2021; and (iv); Twenty-Five Million and 00/100 Dollars (\$25,000,000) from August 16, 2021 through the Revolving Loan Maturity Date. **Notwithstanding the forgoing, Lender may, in its sole discretion, Unconditionally Cancel the Revolving Loan Commitment that would otherwise be available to Borrower. If Lender elects to Unconditionally Cancel, Lender’s commitment to lend under the Revolving Loan Commitment shall be terminated and all monies outstanding under the Revolving Loan Commitment may become immediately due and payable upon demand by Lender.**

“Revolving Loan Facility” means the revolving credit facility in the maximum principal amount of the Revolving Loan Commitment, as further described in Section 2.1 hereof.

“Revolving Loan Maturity Date” means October 31, 2021 unless extended by Lender pursuant to any modification, extension or renewal agreement executed by the Borrower and accepted by Lender in its sole and absolute discretion.

“Revolving Loan Payment Date” shall have the meaning set forth in Section 2.1(b) hereof.

“Revolving Note” means that Amended and Restated Revolving Note in the form prepared by and acceptable to Lender, dated as of the date hereof, in the amount of the Revolving Loan Commitment and maturing on the Revolving Loan Maturity Date, duly executed by the Borrower and payable to the order of Lender, together with any and all renewal, extension, modification or replacement notes executed by the Borrower and delivered to Lender and given in substitution therefor.

“RINs” means “D4 Biomass Based Diesel” Renewal Identification Numbers for the applicable production year, which are generated by the Borrowers in connection with the production of biodiesel in accordance with the federal Renewable Fuel Standard Program. The market value of the RINs shall be determined from time to time as reported on the Jacobsen Report or other similar service acceptable to Lender.

“RJ O’Brien” means R.J. Obrien & Associates, LLC, a Delaware limited liability company.

“Scheduled Principal Payments” means regular principal payments on all Debt of the Borrower.

“Senior Debt” means all Debt of the Borrower other than Subordinated Debt.

“Sidon Property” means the certain real property and improvements commonly known as 23248 County Road 512, Sidon, Mississippi 38954.

“Soybean Crush Contract Equity” means the combined sales value of soybean oil and soybean meal, minus the price of raw soybeans (whether positive or negative), under all futures contracts of the Borrowers under which payment is due (a) within twelve (12) months for the current crop marketing year, and (b) within four (4) months for the succeeding crop marketing year.

“Subordinated Debt” means that portion of the Debt of the Borrower which is subordinated to the Obligations in a manner satisfactory to and subject to the prior written approval of Lender, including, without limitation, Debt now or hereafter owed by the Borrower to the QLICI Lenders.

“Subsidiary” and “Subsidiaries” means, respectively, with respect to any Person, each and all such corporations, partnerships, limited partnerships, limited liability companies, limited liability partnerships, joint ventures or other entities of which or in which such Person owns, directly or indirectly, such number of outstanding Capital Securities as have more than fifty percent (50%) of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context otherwise requires, each reference to Subsidiaries herein shall be a reference to Subsidiaries of the Borrower.

“Survey” shall have the meaning set forth in Section 3.1 hereof.

“Swap Obligation” means, with respect to any Obligor, any obligation to pay or perform under any agreement, contract, or transaction, that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Swap Transaction Document” means any interest rate, currency or commodity Swap Transaction Document, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

“Tangible Assets” means the total of all assets appearing on a balance sheet of the Borrower prepared in accordance with GAAP (with Inventory being valued at the lower of cost or market), after deducting all proper reserves (including reserves for Depreciation) minus the sum of (i) goodwill, patents, trademarks, prepaid expenses, deposits, deferred charges and other personal property which is classified as intangible property in accordance with GAAP, and (ii) any amounts due from shareholders, Affiliates, officers or employees of the Borrower.

“Tangible Net Worth” means at any time the total of Tangible Assets minus the sum of Liabilities plus Subordinated Debt, determined on a consolidated basis.

“Taxes” means any and all present and future taxes, duties, levies, imposts, deductions, assessments, charges or withholdings, and any and all liabilities (including interest and penalties and other additions to taxes) with respect to the foregoing.

“Term Interest Rate” means a floating rate of interest equal to LIBOR Rate, plus the Applicable Margin for the Term Loan.

“Term Loan” means the direct advance made by Lender to the Borrower in the form of a Term Loan under and pursuant to this Agreement, as set forth in Section 2.2 of this Agreement.

“Term Loan Commitment” means Thirty-Five Million and 00/100 Dollars (\$35,000,000).

“Term Loan Mandatory Prepayment” shall have the meaning set forth in Section 2.2(d) hereof.

“Term Loan Maturity Date” means October 31, 2023 unless extended by Lender pursuant to any modification, extension or renewal agreement executed by the Borrower and accepted by Lender in its sole and absolute discretion.

“Term Note” means that Amended and Restated Term Note in the form prepared by and acceptable to Lender, dated as of the date hereof, in the amount of the Term Loan Commitment and maturing on the Term Loan Maturity Date, duly executed by the Borrower and payable to the order of Lender, together with any and all renewal, extension, modification or replacement notes executed by the Borrower and delivered to Lender and given in substitution therefor.

“UCC” means the Uniform Commercial Code in effect in the state of Missouri from time to time, or under the Uniform Commercial Code of any other state to the extent the same may be deemed applicable law.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

“Unconditionally Cancel” means that notwithstanding anything to the contrary in this Agreement, the entire Revolving Loan Commitment which would otherwise be available to Borrowers, may be unconditionally canceled by Lender, and Lender may, at any time, with or without cause, terminate or refuse to extend credit under the Revolving Loan Commitment (to the fullest extent permitted under applicable law). This paragraph applies to any letter-of-credit facility or other obligation to issue a letter of credit for the benefit of Borrowers in connection with this Agreement, but once issued, whether a letter of credit is itself conditionally or unconditionally cancelable is governed by other provisions of contract or other applicable law

“Unmatured Event of Default” means any event which, with the giving of notice, the passage of time or both, would constitute an Event of Default.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as from time to time amended.

“Voidable Transfer” shall have the meaning set forth in Section 13.21 hereof.

“Warehouse Receipt” means a negotiable document guaranteeing the existence of availability of a given quantity and quality of a commodity in storage for safekeeping, issued by a state- or federally-licensed, commercial grain elevator or warehouse whose license to store commodities and issue warehouse

receipts is current and not under any pending or adverse administrative action by any state or federal regulatory agency, and provided further that such Warehouse Receipts are in Lender's possession.

“Working Capital” means the Borrowers' total current assets minus current liabilities, excluding, in each case, any inter-company transfers with Affiliates, determined on a consolidated basis and in accordance with GAAP.

1.2 Accounting Terms. Any accounting terms used in this Agreement which are not specifically defined herein shall have the meanings customarily given them in accordance with GAAP. Calculations and determinations of financial and accounting terms used and not otherwise specifically defined hereunder and the preparation of financial statements to be furnished to Lender pursuant hereto shall be made and prepared, both as to classification of items and as to amount, in accordance with sound accounting practices and GAAP as used in the preparation of the financial statements of the Borrower on the date of this Agreement. If any changes in accounting principles or practices from those used in the preparation of the financial statements are hereafter occasioned by the promulgation of rules, regulations, pronouncements and opinions by or required by the Financial Accounting Standards Board or the American Institute of Certified Public Accountants (or any successor thereto or agencies with similar functions), which results in a material change in the method of accounting in the financial statements required to be furnished to Lender hereunder or in the calculation of financial covenants, standards or terms contained in this Agreement, the parties hereto agree to enter into good faith negotiations to amend such provisions so as equitably to reflect such changes to the end that the criteria for evaluating the financial condition and performance of the Borrower will be the same after such changes as they were before such changes; and if the parties fail to agree on the amendment of such provisions, the Borrower will furnish financial statements in accordance with such changes, but shall provide calculations for all financial covenants, perform all financial covenants and otherwise observe all financial standards and terms in accordance with applicable accounting principles and practices in effect immediately prior to such changes. Calculations with respect to financial covenants required to be stated in accordance with applicable accounting principles and practices in effect immediately prior to such changes shall be reviewed and certified by the Borrower's accountants.

1.3 Other Terms Defined in UCC. All other capitalized words and phrases used herein and not otherwise specifically defined herein shall have the respective meanings assigned to such terms in the UCC, to the extent the same are used or defined therein.

1.4 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word “Borrower” shall be so construed.

(b) Section and Schedule references are to this Agreement unless otherwise specified. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) The term “including” is not limiting, and means “including, without limitation”.

(d) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”, and the word “through” means “to and including”.

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(f) To the extent any of the provisions of the other Loan Documents are inconsistent with the terms of this Agreement, the provisions of this Agreement shall govern.

(g) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

Section 2. COMMITMENT OF LENDER

2.1 Revolving Loans.

(a) Revolving Loan Commitment. Subject to the terms and conditions of this Agreement and the other Loan Documents, including, without limitation, the condition that no Event of Default or Unmatured Event of Default has occurred and is then continuing, and in reliance upon the representations and warranties of the Borrower set forth herein and in the other Loan Documents, Lender agrees to make such Revolving Loans at such times as the Borrower may from time to time request until, but not including, the Revolving Loan Maturity Date, and in such amounts as the Borrower may from time to time request; provided, however, that the aggregate principal balance of all Revolving Loans outstanding at any time shall not exceed the Revolving Loan Availability. Revolving Loans made by Lender may be repaid and, subject to the terms and conditions hereof, borrowed again up to, but not including, the Revolving Loan Maturity Date unless the Revolving Loans are otherwise accelerated, terminated or extended as provided in this Agreement. The Revolving Loans will be used by the Borrower the purpose of providing working capital and for other general corporate purposes of the Borrowers, subject to the restrictions set forth in this Agreement, and to pay fees and expenses relating to the maintenance of the Revolving Loan Facility and the Term Loan.

(b) Revolving Loan Interest and Payments. Except as otherwise provided in this Section 2.1(b), the principal amount of the Revolving Loans outstanding from time to time shall bear interest at the Revolving Interest Rate, adjusted monthly effective as of each Revolving Loan Payment Date (as defined below) by Lender using the most recently published rates available to Lender on such Revolving Loan Payment Date. Accrued and unpaid interest on the unpaid principal balance of all Revolving Loans outstanding from time to time shall be due and payable monthly, in arrears, commencing on January 1, 2021 and continuing on the 1st day of each calendar month (each a “Revolving Loan Payment Date”) thereafter, and on the Revolving Loan Maturity Date. Any amount of principal or interest on the Revolving Loans which is not paid when due,

whether at stated maturity, by acceleration or otherwise, shall bear interest payable on demand at the Default Rate.

(c) Revolving Loan Principal Payments.

(i) Revolving Loan Mandatory Payments. All Revolving Loans hereunder shall be repaid by the Borrower on the Revolving Loan Maturity Date, unless payable sooner pursuant to the provisions of this Agreement. In the event the aggregate outstanding principal balance of all Revolving Loans hereunder exceeds the Revolving Loan Availability, the Borrowers shall, without notice or demand of any kind, immediately make such repayments of the Revolving Loans to Lender as shall be necessary to eliminate such excess.

(ii) Optional Prepayments. The Borrowers may from time to time prepay the Revolving Loans, in whole or in part, without any prepayment penalty whatsoever, provided that any prepayment of the entire principal balance of the Revolving Loans shall include accrued interest on such Revolving Loans to the date of such prepayment. Notwithstanding the forgoing, if the Revolving Loans are subject to a Swap Transaction Document, in whole or in part, it is expressly understood by the Borrowers that such a prepayment may cause breakage, termination or like fees to be due under the terms of the Swap Transaction Document. Accordingly, Borrowers should consult the terms the Swap Transaction Document and other disclosures provided therewith for determination of fees or penalties which may be associated with such a prepayment.

(i) Unconditionally Canceled. If Lender elects to Unconditionally Cancel the Revolving Loan Commitment, in accordance with the terms of such commitment, Borrowers shall immediately repay all Advances on the Revolving Loan and associated interest outstanding.

2.2 Term Loan.

(a) Term Loan Commitment. Subject to the terms and conditions of this Agreement and the other Loan Documents, including, without limitation, the condition that no Event of Default or Unmatured Event of Default has occurred and is then continuing, and in reliance upon the representations and warranties of the Borrowers set forth herein and in the other Loan Documents, on the Closing Date Lender will convert a portion of outstanding balance of the Revolving Loans to term debt and increase the maximum principal amount of the Term Loan to an amount equal to the Term Loan Commitment. A single Term Loan advance, in an amount not to exceed the Term Loan Commitment less the outstanding principal balance of the Term Loan, will be made available to the Borrowers on the Closing Date to refinance a portion of the outstanding principal balance of the Revolving Loans as herein provided, and for no other purpose. The Term Loan may be prepaid in whole or in part at any time subject to Section 2.2(c), but shall be due in full on the Term Loan Maturity Date, unless the credit extended under the Term Loan is otherwise accelerated, terminated or extended as provided in this Agreement.

(b) Term Loan Interest and Payments. Except as otherwise provided in this Section 2.2(b), the principal amount of the Term Loan outstanding from time to time shall bear interest at the Term Interest Rate. Accrued and unpaid interest on the principal balance of the Term Loan outstanding from time to time shall be due and payable monthly, in arrears, commencing on January

1, 2021 and continuing on the 1st day of each calendar month thereafter, and on the Term Loan Maturity Date. Any amount of principal or interest on the Term Loan which is not paid when due, whether at stated maturity, by acceleration or otherwise, shall bear interest payable on demand at the Default Rate.

(c) Term Loan Principal Payments. The outstanding principal balance of the Term Loan shall be repaid in equal principal installments each in the amount of Eight Hundred Seventy Five Thousand and 00/100 Dollars (\$875,000) beginning on March 31, 2021, and continuing on the last day of each calendar quarter thereafter, with a final payment of all outstanding principal and accrued interest due on the Term Loan Maturity Date. Principal amounts repaid on the Term Note may not be borrowed again.

(d) Term Loan Mandatory Prepayment; Excess Cash Flow Recapture. The Borrowers shall make a prepayment (the "Term Loan Mandatory Prepayment") of the outstanding principal amount of the Term Loan until paid in full, within ninety (90) days after the end of each of the Borrowers' fiscal years, commencing with the fiscal year ending March 31, 2021, in an amount equal to fifty percent (50%) of Excess Cash Flow for such fiscal year.

(e) Term Loan Optional Prepayments. Provided that no Event of Default then exists under this Agreement or the Loans, the Borrowers may voluntarily prepay the principal balance of the Term Loan, in whole or in part at any time on or after the date hereof, without premium or penalty. Notwithstanding the forgoing, if the Term Loan is subject to a Swap Transaction Document, in whole or in part, it is expressly understood by the Borrowers that such a prepayment may cause breakage, termination or like fees to be due under the terms of the Swap Transaction Document. Accordingly, Borrowers should consult the terms the Swap Transaction Document and other disclosures provided therewith for determination of fees or penalties which may be associated with such a prepayment.

2.3 Interest and Fee Computation; Collection of Funds. Except as otherwise set forth herein, all interest and fees shall be calculated on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed. Principal payments submitted in funds not immediately available shall continue to bear interest until collected. If any payment to be made by the Borrowers hereunder or under any Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment. Notwithstanding anything to the contrary contained herein, the final payment due under any of the Loans must be made by wire transfer or other immediately available funds. All payments made by the Borrowers hereunder or under any of the Loan Documents shall be made without setoff, counterclaim, or other defense. To the extent permitted by applicable law, all payments hereunder or under any of the Loan Documents (including any payment of principal, interest, or fees) to, or for the benefit, of any Person shall be made by the Borrowers free and clear of, and without deduction or withholding for, or account of, any taxes now or hereinafter imposed by any taxing authority.

2.4 Taxes.

(a) All payments made by the Borrowers under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority, excluding net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on Lender as a result of a present or former connection between Lender and the jurisdiction of the governmental authority imposing such tax or any political

subdivision or taxing authority thereof or therein (other than any such connection arising solely from Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings (collectively, “Non-Excluded Taxes”) or Other Taxes are required to be withheld from any amounts payable to Lender hereunder, the amounts so payable to Lender shall be increased to the extent necessary to yield to Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement; provided, however, that the Borrowers shall not be required to increase any such amounts payable to Lender with respect to any Non-Excluded Taxes that are attributable to Lender’s failure to comply with the requirements of subsection 2.6.

(b) The Borrowers shall pay any Other Taxes to the relevant governmental authority in accordance with applicable law.

(c) At the request of the Borrowers and at the Borrowers’ sole cost, Lender shall take reasonable steps to (i) contest its liability for any Non-Excluded Taxes or Other Taxes that have not been paid, or (ii) seek a refund of any Non-Excluded Taxes or Other Taxes that have been paid.

(d) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to Lender a certified copy of an original official receipt received by the Borrower showing payment thereof. If the Borrowers fail to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to Lender the required receipts or other required documentary evidence or if any governmental authority seeks to collect a Non-Excluded Tax or Other Tax directly from Lender for any other reason, the Borrowers shall indemnify Lender on an after-tax basis for any incremental taxes, interest or penalties that may become payable by Lender.

(e) The agreements in this Section shall survive the satisfaction and payment of the Obligations and the termination of this Agreement.

2.5 All Loans to Constitute Single Obligation. The Loans shall constitute one general obligation of the Borrowers, and shall be secured by Lender’s priority security interest in and Lien upon all of the Collateral and by all other security interests, Liens, claims and encumbrances heretofore, now or at any time or times hereafter granted by the Borrowers to Lender.

Section 3. CONDITIONS OF BORROWING

Notwithstanding any other provision of this Agreement, Lender shall not be required to disburse, make or continue all or any portion of the Loans, if any of the following conditions shall have occurred.

3.1 Loan Documents. The Borrowers shall have failed to execute and deliver to Lender any of the following Loan Documents, all of which must be satisfactory to Lender and Lender’s counsel in form, substance and execution:

(a) Loan Agreement. Two copies of this Agreement duly executed by the Borrowers.

(b) Revolving Note. A Revolving Note dated as of the date of this Agreement, duly executed by the Borrowers, in the form prepared by and acceptable to Lender.

(c) Term Loan Note. A Term Loan Note dated as of the date of this Agreement, duly executed by the Borrowers, in the form prepared by and acceptable to Lender.

(d) Mortgage Modification Agreements. A Modification of Deed of Trust, Assignment of Leases and Rents and Fixture Filing with respect to each Mortgage, dated as of the date of this Agreement, duly executed by EGT or EB, as applicable, in the form prepared by and acceptable to Lender.

(e) Collateral Access Agreement. To the extent not previously provided, Collateral Access Agreements dated as of or prior to the date of this Agreement, from the owner, lessor or mortgagee, as the case may be, of any real estate whereon any Collateral is stored or otherwise located, in the form prepared by and acceptable to Lender.

(f) Borrowing Base Certificate. A Borrowing Base Certificate in the form prepared by Lender, certified as true, correct and complete by the president and controller of the Borrowers and acceptable to Lender in its sole and absolute discretion.

(g) Search Results. Copies of UCC search reports dated such a date as is reasonably acceptable to Lender, listing all effective financing statements which name the Borrowers under their present names and any previous names, as debtors, together with copies of such financing statements.

(h) Organizational and Authorization Documents. Copies of (i) the Articles of Organization (Certificate of Formation) and Operating Agreement of each Borrower (ii) resolutions of the members of each Borrower approving and authorizing such Person's execution, delivery and performance of the Loan Documents to which it is party and the transactions contemplated thereby; (iii) signature and incumbency certificates of the officers or managers of each Borrower executing any of the Loan Documents, each of which the respective Borrower hereby certifies to be true and complete, and in full force and effect without modification, it being understood that Lender may conclusively rely on each such document and certificate until formally advised by the Borrowers of any changes therein; and (iv) good standing certificates in the state formation of each Borrower and in each other state requested by Lender.

(i) Insurance. Evidence satisfactory to Lender of the existence of insurance required to be maintained pursuant to Section 8.6, together with evidence that Lender has been named as a lender's loss payee and as an additional insured on all related insurance policies.

(j) Solvency Certificate. A Solvency Certificate dated as of the date of this Agreement, duly executed by the Borrowers, in the form prepared by and acceptable to Lender.

(k) Additional Documents. Such other certificates, financial statements, schedules, resolutions, opinions of counsel, notes and other documents which are provided for hereunder or which Lender shall require.

3.2 Event of Default. Any Event of Default, or Unmatured Event of Default shall have occurred and be continuing.

3.3 Material Adverse Effect. The occurrence of any event having a Material Adverse Effect upon the Borrowers.

3.4 Litigation. Any litigation or governmental proceeding shall have been instituted against the Borrowers or any of its officers or members having a Material Adverse Effect upon the Borrowers.

3.5 Representations and Warranties. Any representation or warranty of the Borrowers contained herein or in any Loan Document shall be untrue or incorrect as of the date of any Loan as though made on such date, except to the extent such representation or warranty expressly relates to an earlier date.

3.6 Loan Extension Fee. The Borrowers shall have failed to pay to Lender a loan extension fee equal to fifteen basis points (15 bps) of the entire Revolving Loan Commitment and the Term Loan Commitment as of the Effective Date (\$112,500), in consideration of Lender's agreement to modify and extend the Revolving Loan Commitment and the Term Loan Commitment as provided in this Agreement, which fee shall be payable on or before the execution of this Agreement by Lender.

Section 4. NOTES EVIDENCING LOANS

4.1 Revolving Note. The Revolving Loans shall be evidenced by the Revolving Note. At the time of the initial disbursement of a Revolving Loan and at each time any additional Revolving Loan shall be requested hereunder or a repayment made in whole or in part thereon, a notation thereof shall be made on the books and records of Lender. All amounts recorded shall be, absent demonstrable error, conclusive and binding evidence of (i) the principal amount of the Revolving Loans advanced hereunder, (ii) any accrued and unpaid interest owing on the Revolving Loans, and (iii) all amounts repaid on the Revolving Loans. The failure to record any such amount or any error in recording such amounts shall not, however, limit or otherwise affect the obligations of the Borrowers under the Revolving Note to repay the principal amount of the Revolving Loans, together with all interest accruing thereon.

4.2 Term Note. The Term Loan shall be evidenced by the Term Note. At the time of the disbursement of the Term Loan or a repayment made in whole or in part thereon, a notation thereof shall be made on the books and records of Lender. All amounts recorded shall be, absent demonstrable error, conclusive and binding evidence of (i) the principal amount of the Term Loan advanced hereunder, (ii) any accrued and unpaid interest owing on the Term Loan, and (iii) all amounts repaid on the Term Loan. The failure to record any such amount or any error in recording such amounts shall not, however, limit or otherwise affect the obligations of the Borrowers under the Term Loan Note to repay the principal amount of the Term Loan, together with all interest accruing thereon.

Section 5. MANNER OF BORROWING

5.1 Borrowing Procedures. Each Loan shall be made available to Borrowers upon any written, verbal, electronic, telephonic or telecopy loan request which Lender in good faith believes to emanate from a properly authorized representative of Borrower, whether or not that is in fact the case. Each such notice shall be effective upon receipt by Lender, shall be irrevocable, and shall specify the date, amount and type of borrowing. A request for a Loan must be received by Lender no later than 11:00 a.m. Kansas City, Missouri time, three (3) days before the day it is to be funded. The proceeds of each Loan shall be made available at the office of Lender by credit to the account of the Borrowers or by other means requested by the Borrowers and acceptable to Lender. Borrowers do hereby irrevocably confirm, ratify and approve all such advances by Lender and does hereby indemnify Lender against losses and expenses (including court costs, attorneys' and paralegals' fees) and shall hold Lender harmless with respect thereto.

5.2 Automatic Debit. In order to effectuate the timely payment of any of the Obligations when due, the Borrower hereby authorizes and directs Lender, at Lender's option, to (a) debit the amount of the Obligations to any ordinary deposit account of the Borrower, or (b) make a Revolving Loan hereunder to pay the amount of the Obligations.

5.3 Discretionary Disbursements. Lender, in its sole and absolute discretion, may immediately upon notice to the Borrowers, disburse any or all proceeds of the Loans made or available to the Borrowers pursuant to this Agreement to pay any fees, costs, expenses or other amounts required to be paid by the Borrowers hereunder and not so paid. All monies so disbursed shall be a part of the Obligations, payable by the Borrowers on demand from Lender.

Section 6. SECURITY FOR THE OBLIGATIONS

6.1 Security for Obligations. As security for the payment and performance of the Obligations, the Borrower does hereby pledge, assign, transfer and deliver to Lender and does hereby grant to Lender a continuing and unconditional first priority security interest in and to any and all property of the Borrower, of any kind or description, tangible or intangible, wheresoever located and whether now existing or hereafter arising or acquired, including, but not limited to, the following (all of which property, along with the products and proceeds therefrom, are individually and collectively referred to as the "Collateral"):

(a) all property of, or for the account of, the Borrower now or hereafter coming into the possession, control or custody of, or in transit to, Lender or any agent or bailee for Lender, any Affiliate of Lender or any participant with Lender in the Loans (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; and

(b) the additional property of the Borrower, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions, betterments and replacements therefor, products and Proceeds therefrom, and all of the Borrower's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Borrower's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:

(i) all Accounts and all Goods whose sale, lease or other disposition by the Borrower has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Borrower, or rejected or refused by an Account Debtor;

(ii) all Inventory, including, without limitation, raw materials, work-in-process and finished goods;

(iii) all Goods (other than Inventory), including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;

(iv) all Farm Products;

(v) all Software and computer programs;

(vi) all Securities, Investment Property, Financial Assets and Deposit Accounts;

(vii) all Chattel Paper, Electronic Chattel Paper, Instruments, Documents, letter of credit rights, all proceeds of letters of credit, Supporting Obligations, notes secured by real estate, Commercial Tort Claims and General Intangibles, including Payment Intangibles, and all Intellectual Property, except to the extent that the Borrower is prohibited from granting a security interest in any of the foregoing under the applicable license or agreement giving rise to the Borrower's rights in the same;

(viii) all Warehouse Receipts, bills of lading and other documents of title evidencing or arising from any of the foregoing;

(ix) the Commodity Account and all of Borrower's equity therein; and

(x) all Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including, without limitation, all insurance policies and proceeds of insurance payable by reason of loss or damage to the foregoing property, including unearned premiums, and of eminent domain or condemnation awards.

6.2 Assignment of Commodity Account. Borrowers acknowledge that EGT has executed and delivered to Lender the Commodity Account Pledge Agreement concerning the Commodity Account as security for the Obligations. EGT agrees to abide by the terms of such Commodity Account Pledge Agreement and, if any provision thereof conflicts with any provision of this Agreement respecting Lender's rights with respect to the Commodity Account, the provision in the Commodity Account Pledge Agreement shall control.

6.3 Other Collateral. In addition, the Obligations are also secured by the Mortgage on the Mortgaged Property, and such other security documents as Lender may require from time to time, executed by the Borrowers or an Affiliate of the Borrowers to and for the benefit of Lender.

6.4 Possession and Transfer of Collateral. Unless an Event of Default exists hereunder, the Borrowers shall be entitled to possession or use of the Collateral (other than Instruments or Documents, Tangible Chattel Paper, Investment Property consisting of certificated securities and other Collateral required to be delivered to Lender pursuant to this Section 6). The cancellation or surrender of any Note, upon payment or otherwise, shall not affect the right of Lender to retain the Collateral for any other of the Obligations. The Borrowers shall not sell, assign (by operation of law or otherwise), license, lease or otherwise dispose of, or grant any option with respect to any of the Collateral, except as expressly permitted in accordance with Section 9.3 hereof.

6.5 Financing Statements. The Borrowers shall, at Lender's request, at any time and from time to time, authorize Lender to file such financing statements, amendments and other documents and do such acts as Lender deems necessary in order to establish and maintain valid, attached and perfected first priority security interests in the Collateral in favor of Lender, free and clear of all Liens and claims and rights of third parties whatsoever, except Permitted Liens. The Borrowers hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of the Borrowers that (a) indicate the Collateral (i) is comprised of all assets of the Borrowers or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction

wherein such financing statement or amendment is filed, or (ii) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (b) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the any Borrower is an organization, the type of organization and any Organizational Identification Number issued to the Borrowers, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Borrowers hereby agree that a photocopy or other reproduction of this Agreement is sufficient for filing as a financing statement and the Borrowers authorize Lender to file this Agreement as a financing statement in any jurisdiction. The Borrowers agree to furnish any such information to Lender promptly upon request. The Borrowers further ratify and affirm their authorization for any financing statements and/or amendments thereto, executed and filed by Lender in any jurisdiction prior to the date of this Agreement. In addition, the Borrowers shall make appropriate entries on their books and records disclosing Lender's security interests in the Collateral.

6.6 Additional Collateral. The Borrowers shall deliver to Lender promptly upon its demand, such other collateral as Lender may from time to time request, should the value of the Collateral, in Lender's sole and absolute discretion, decline, deteriorate, depreciate or become impaired, and do hereby grant to Lender a continuing security interest in such other collateral, which, when pledged, assigned and transferred to Lender shall be and become part of the Collateral. Lender's security interests in all of the foregoing Collateral shall be valid, complete and perfected whether or not covered by a specific assignment.

6.7 Preservation of the Collateral. Lender may, but is not required, to take such actions from time to time as Lender deems appropriate to maintain or protect the Collateral. Lender shall have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action as the Borrowers shall reasonably request in writing which is not inconsistent with Lender's status as a secured party, but the failure of Lender to comply with any such request shall not be deemed a failure to exercise reasonable care; provided, however, Lender's responsibility for the safekeeping of the Collateral shall (i) be deemed reasonable if such Collateral is accorded treatment substantially equal to that which Lender accords its own property, and (ii) not extend to matters beyond the control of Lender, including, without limitation, acts of God, war, insurrection, riot or governmental actions. In addition, any failure of Lender to preserve or protect any rights with respect to the Collateral against prior or third parties, or to do any act with respect to preservation of the Collateral, not so requested by the Borrowers, shall not be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral. The Borrowers shall have the sole responsibility for taking such action as may be necessary, from time to time, to preserve all rights of the Borrowers and Lender in the Collateral against prior or third parties. Without limiting the generality of the foregoing, where Collateral consists in whole or in part of securities, each Borrower represents to, and covenants with, Lender that such Borrower has made arrangements for keeping informed of changes or potential changes affecting the securities (including, but not limited to, rights to convert or subscribe, payment of dividends, reorganization or other exchanges, tender offers and voting rights), and the Borrowers agree that Lender shall have no responsibility or liability for informing the Borrowers of any such or other changes or potential changes or for taking any action or omitting to take any action with respect thereto.

6.8 Other Actions as to any and all Collateral. The Borrowers further agree to take any other action reasonably requested by Lender to ensure the attachment, perfection and first priority of, and the ability of Lender to enforce, Lender's security interest in any and all of the Collateral including, without limitation, (a) causing Lender's name to be noted as secured party on any certificate of title for a titled good

if such notation is a condition to attachment, perfection or priority of, or ability of Lender to enforce, Lender's security interest in such Collateral, (b) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Lender to enforce, Lender's security interest in such Collateral, (c) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other Person obligated on Collateral, (d) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Lender, and (e) taking all actions required by the UCC in effect from time to time or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction. The Borrowers further agree to indemnify and hold Lender harmless against claims of any Persons not a party to this Agreement concerning disputes arising over the Collateral.

6.9 Letter-of-Credit Rights. If any Borrower at any time is a beneficiary under a letter of credit now or hereafter issued in favor of a Borrower, the Borrowers shall promptly notify Lender thereof and, at the request and option of Lender, the Borrowers shall, pursuant to an agreement in form and substance satisfactory to Lender, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to Lender of the proceeds of any drawing under the letter of credit, or (ii) arrange for Lender to become the transferee beneficiary of the letter of credit, with Lender agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied as provided in this Agreement.

6.10 Commercial Tort Claims. If any Borrower shall at any time hold or acquire a Commercial Tort Claim, the Borrowers shall immediately notify Lender in writing signed by the Borrowers of the details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, in each case in form and substance satisfactory to Lender, and shall execute any amendments hereto deemed reasonably necessary by Lender to perfect its security interest in such Commercial Tort Claim.

6.11 Electronic Chattel Paper and Transferable Records. If any Borrower at any time holds or acquires an interest in any Electronic Chattel Paper or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Borrowers shall promptly notify Lender thereof and, at the request of Lender, shall take such action as Lender may reasonably request to vest in Lender control under Section 9-105 of the UCC of such Electronic Chattel Paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. Lender agrees with the Borrowers that Lender will arrange, pursuant to procedures satisfactory to Lender and so long as such procedures will not result in Lender's loss of control, for the Borrowers to make alterations to the Electronic Chattel Paper or transferable record permitted under Section 9-105 of the UCC or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control.

6.12 Warehouse Receipts.

(a) The Borrowers have delivered or will deliver to Lender, any and all documents, instruments and writings in any way relating to the Warehouse Receipts or in any way relating to the property evidenced thereby. As long as this Agreement remains in effect, the Borrowers shall immediately deliver to Lender any and all future documents, instruments, or other writings applicable or in any way relating to the foregoing in the Borrowers' possession. In the event that the Borrowers are unable to deliver original

Warehouse Receipts, and such other documents, to Lender at the time this Agreement is executed, as required above, the Borrowers agree to deliver immediately such Warehouse Receipts to Lender upon issuance of the same.

(b) The Borrowers further agree that Lender shall have the right at any time, and from time to time, whether or not one or more Events of Default exist under this Agreement, to demand that the Borrowers immediately deliver to Lender any and all Warehouse Receipts held in the Borrowers' possession or control for or representing all or any part of the Collateral that is then or may thereafter be issued in the name of a Borrower. The Borrowers unconditionally agree to deliver such Warehouse Receipts to Lender on demand.

(c) In addition to Warehouse Receipts, Lender may require the Borrowers from time to time, one or more times, to deliver to Lender such lists, descriptions and designations of any applicable Collateral not represented by Warehouse Receipts as Lender may require to identify the nature, extent and location of the same.

(d) The Borrowers represent and warrant to Lender that all of the Borrowers' Grain at any time, and from time to time, represented by Warehouse Receipts or included in the Borrowing Base, will at all times be owned by the Borrowers free and clear of all liens, encumbrances and security interests of any kind whatsoever, excepting only the security interest of Lender pursuant hereto.

Section 7. REPRESENTATIONS AND WARRANTIES

To induce Lender to make the Loans, the Borrowers make the following representations and warranties to Lender, each of which is correct and complete and each of which shall survive the execution and delivery of this Agreement:

7.1 Borrower's Organization and Name.

(a) EGT is a limited liability company duly organized, existing and in good standing under the laws of the State of Mississippi, with full and adequate power to carry on and conduct its business as presently conducted. EGT is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect. EGT's Organizational Identification Number is 909432. The exact legal name of EGT is as set forth in the first paragraph of this Agreement, and EGT currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name.

(b) EB is a limited liability company duly organized, existing and in good standing under the laws of the State of Mississippi, with full and adequate power to carry on and conduct its business as presently conducted. EB is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect. EB's Organizational Identification Number is 1135368. The exact legal name of EB is as set forth in the first paragraph of this Agreement, and EB currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name.

(c) EP is a limited liability company duly organized, existing and in good standing under the laws of the State of Mississippi, with full and adequate power to carry on and conduct its business as presently conducted. EP is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect. EP's Organizational Identification Number is 1065419. The exact legal name of EP is as set forth in the first paragraph of this Agreement, and EP currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name.

7.2 Authorization. The Borrowers have full right, power and authority to enter into this Agreement, to make the borrowings and execute and deliver the Loan Documents as provided herein and to perform all of their duties and obligations under this Agreement and the other Loan Documents. The execution and delivery of this Agreement and the other Loan Documents will not, nor will the observance or performance of any of the matters and things herein or therein set forth, violate or contravene any provision of law or of the articles of organization and operating agreement of any Borrower. All necessary and appropriate action has been taken on the part of the Borrowers to authorize the execution and delivery of this Agreement and the Loan Documents.

7.3 Validity and Binding Nature. This Agreement and the other Loan Documents are the legal, valid and binding obligations of the Borrowers, enforceable against the Borrowers in accordance with their terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

7.4 Consent; Absence of Breach. The execution, delivery and performance of this Agreement, the other Loan Documents and any other documents or instruments to be executed and delivered by the Borrowers in connection with the Loans, and the borrowings by the Borrowers hereunder, do not and will not (a) require any consent, approval, authorization of, or filings with, notice to or other act by or in respect of, any governmental authority or any other Person (other than any consent or approval which has been obtained and is in full force and effect); (b) conflict with (i) any provision of law or any applicable regulation, order, writ, injunction or decree of any court or governmental authority, (ii) the articles of organization and operating agreement of any Borrower or (iii) any material agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon any Borrower or any of its properties or assets; or (c) require, or result in, the creation or imposition of any Lien on any asset of any Borrower, other than Liens in favor of Lender created pursuant to this Agreement.

7.5 Ownership of Properties; Liens. Each Borrower is the sole owner or has other rights in all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens (other than Liens relating to loans that will be paid in full and discharged as of the Closing Date), charges and claims (including infringement claims with respect to patents, trademarks, service marks, copyrights and the like), other than Permitted Liens.

7.6 Equity Ownership. All issued and outstanding Capital Securities of each Borrower are duly authorized and validly issued, fully paid, non-assessable, and free and clear of all Liens other than those in favor of Lender, if any, and such securities were issued in compliance with all applicable state and federal laws concerning the issuance of securities. As of the date hereof, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights or other similar agreements or understandings for the purchase or acquisition of any Capital Securities of any Borrower.

7.7 Intellectual Property. The Borrowers own and possess or have a license or other right to use all Intellectual Property, as are necessary for the conduct of the businesses of the Borrowers, without any infringement upon rights of others which could reasonably be expected to have a Material Adverse Effect upon the Borrowers, and no material claim has been asserted and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property nor does any Borrower know of any valid basis for any such claim. Schedule 7.7 contains a complete and accurate list of all Intellectual Property each Borrower owns and possesses or has a license or other right to use in the conduct of its business.

7.8 Financial Statements. All financial statements submitted to Lender have been prepared in accordance with sound accounting practices and GAAP on a basis, except as otherwise noted therein, consistent with the previous fiscal year and present fairly the financial condition of the Borrowers and the results of the operations for the Borrowers as of such date and for the periods indicated. Since the date of the most recent financial statement submitted by the Borrowers to Lender, there has been no change in the financial condition or in the assets or liabilities of the Borrower having a Material Adverse Effect on the Borrowers.

7.9 Litigation and Contingent Liabilities. There is no litigation, arbitration proceeding, demand, charge, claim, petition or governmental investigation or proceeding pending, or to the knowledge of the Borrower, threatened, against the Borrowers, which, if adversely determined, which might reasonably be expected to have a Material Adverse Effect upon the Borrowers, except as set forth in Schedule 7.9. Other than any liability incident to such litigation or proceedings, the Borrowers have no material guarantee obligations, contingent liabilities, liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not fully-reflected or fully reserved for in the most recent audited financial statements delivered pursuant to subsection 8.8(a) or fully-reflected or fully reserved for in the most recent quarterly financial statements delivered pursuant to subsection 8.8(b) and not permitted by Section 9.1.

7.10 Event of Default. No Event of Default or Unmatured Event of Default exists or would result from the incurrence by the Borrowers of any of the Obligations hereunder or under any of the other Loan Document, and the Borrowers are not in default (without regard to grace or cure periods) under any other contract or agreement to which it is a party, the effect of which would have a Material Adverse Effect upon the Borrowers.

7.11 Adverse Circumstances. No condition, circumstance, event, agreement, document, instrument, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefor) exists which (a) would have a Material Adverse Effect upon the Borrowers, or (b) would constitute an Event of Default or an Unmatured Event of Default.

7.12 Environmental Laws and Hazardous Substances. The Borrowers have not generated, used, stored, treated, transported, manufactured, handled, produced or disposed of any Hazardous Substances, on or off any of the premises of the Borrowers (whether or not owned by it) in any manner which at any time violates any Environmental Law or any license, permit, certificate, approval or similar authorization thereunder. The Borrowers are in compliance in all material respects with all Environmental Laws and all licenses, permits certificates, approvals and similar authorizations thereunder. There has been no investigation, proceeding, complaint, order, directive, claim, citation or notice by any governmental authority or any other Person, nor is any pending or, to the best of the Borrowers' knowledge, threatened, and the Borrowers shall immediately notify Lender upon becoming aware of any such investigation,

proceeding, complaint, order, directive, claim, citation or notice, and shall take prompt and appropriate actions to respond thereto, with respect to any non-compliance with, or violation of, the requirements of any Environmental Law by the Borrowers or the release, spill or discharge, threatened or actual, of any Hazardous Material or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material or any other environmental, health or safety matter, which affects any Borrower or its business, operations or assets or any properties at which any Borrower has transported, stored or disposed of any Hazardous Substances. No Borrower has any material liability, contingent or otherwise, in connection with a release, spill or discharge, threatened or actual, of any Hazardous Substances or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material. The Borrowers further agrees to allow Lender or its agent access to the properties of the Borrowers to confirm compliance with all Environmental Laws, and the Borrowers shall, following determination by Lender that there is non-compliance, or any condition which requires any action by or on behalf of the Borrowers in order to avoid any non-compliance, with any Environmental Law, at the Borrowers' sole expense, cause an independent environmental engineer acceptable to Lender to conduct such tests of the relevant site as are appropriate, and prepare and deliver a report setting forth the result of such tests, a proposed plan for remediation and an estimate of the costs thereof.

7.13 Solvency, Etc. As of the date hereof, and immediately prior to and after giving effect to each Loan hereunder and the use of the proceeds thereof, (a) the fair value of the each Borrower's assets is greater than the amount of its liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated as required under the Section 548 of the Bankruptcy Code, (b) the present fair saleable value of each Borrower's assets is not less than the amount that will be required to pay the probable liability on its debts as they become absolute and matured, (c) each Borrower is able to realize upon its assets and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, (d) no Borrower intends to, nor believes that it will, incur debts or liabilities beyond its ability to pay as such debts and liabilities mature, and (e) no Borrower is engaged in business or a transaction, and is not about to engage in business or a transaction, for which its property would constitute unreasonably small capital.

7.14 ERISA Obligations. All Employee Plans of the Borrowers meet the minimum funding standards of Section 302 of ERISA and 412 of the Internal Revenue Code where applicable, and each such Employee Plan that is intended to be qualified within the meaning of Section 401 of the Internal Revenue Code of 1986 is qualified. No withdrawal liability has been incurred under any such Employee Plans and no "Reportable Event" or "Prohibited Transaction" (as such terms are defined in ERISA), has occurred with respect to any such Employee Plans, unless approved by the appropriate governmental agencies. Each Borrower has promptly paid and discharged all obligations and liabilities arising under the Employee Retirement Income Security Act of 1974 ("ERISA") of a character which if unpaid or unperformed might result in the imposition of a Lien against any of its properties or assets.

7.15 Labor Relations. Except as could not reasonably be expected to have a Material Adverse Effect, (i) there are no strikes, lockouts or other labor disputes against any Borrower or, to the best knowledge of the Borrowers, threatened, (ii) hours worked by and payment made to employees of the Borrowers have not been in violation of the Fair Labor Standards Act or any other applicable law, and (ii) no unfair labor practice complaint is pending against any Borrower or, to the best knowledge of the Borrowers', threatened before any governmental authority.

7.16 Security Interest. This Agreement creates a valid security interest in favor of Lender in the Collateral and, when properly perfected by filing in the appropriate jurisdictions, or by possession or

Control of such Collateral by Lender or delivery of such Collateral to Lender, shall constitute a valid, perfected, first-priority security interest in such Collateral.

7.17 Lending Relationship. The relationship hereby created between the Borrowers and Lender is and has been conducted on an open and arm's length basis in which no fiduciary relationship exists, and the Borrowers have not relied and are not relying on any such fiduciary relationship in executing this Agreement and in consummating the Loans. Lender represents that it will receive any Note payable to its order as evidence of a bank loan.

7.18 Business Loan. The Loans, including interest rate, fees and charges as contemplated hereby, (i) are business loans within the purview of the Missouri usury laws, as amended from time to time, (ii) are an exempted transaction under the Truth In Lending Act, 12 U.S.C. 1601 *et seq.*, as amended from time to time, and (iii) do not, and when disbursed shall not, violate the provisions of the Missouri usury laws, any consumer credit laws or the usury laws of any state which may have jurisdiction over this transaction, the Borrowers or any property securing the Loans.

7.19 Taxes. Each Borrower has timely filed all tax returns and reports required by law to have been filed by it and has paid all taxes, governmental charges and assessments due and payable with respect to such returns, except any such taxes or charges which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books, are insured against or bonded over to the satisfaction of Lender and the contesting of such payment does not create a Lien on the Collateral which is not a Permitted Lien. There is no controversy or objection pending, or to the knowledge of the Borrowers, threatened in respect of any tax returns of any Borrower. The Borrowers have made adequate reserves on their books and records in accordance with GAAP for all taxes that have accrued but which are not yet due and payable.

7.20 Compliance with Regulation U. No portion of the proceeds of the Loans shall be used by the Borrowers, or any Affiliate of the Borrowers, either directly or indirectly, for the purpose of purchasing or carrying any margin stock, within the meaning of Regulation U as adopted by the Board of Governors of the Federal Reserve System or any successor thereto.

7.21 Bank Accounts. Except as set forth on Schedule 7.21, all Deposit Accounts and operating bank accounts of the Borrowers are located at Lender, and no Borrower has no other Deposit Accounts except those listed on Schedule 7.21 attached hereto.

7.22 Place of Business. The principal place of business and books and records of the Borrowers is set forth in the preamble to this Agreement, and the location of all Collateral, if other than at such principal place of business, is as set forth on Schedule 7.22 attached hereto and made a part hereof, and the Borrowers shall promptly notify Lender of any change in such locations. The Borrowers will not remove or permit the Collateral to be removed from such locations without the prior written consent of Lender, except for Inventory sold in the usual and ordinary course of the Borrowers' business.

7.23 Complete Information. This Agreement and all financial statements, schedules, certificates, confirmations, agreements, contracts, and other materials and information heretofore or contemporaneously herewith furnished in writing by the Borrowers to Lender for purposes of, or in connection with, this Agreement and the transactions contemplated hereby is, and all written information hereafter furnished by or on behalf of the Borrowers to Lender pursuant hereto or in connection herewith will be, true and accurate in every material respect on the date as of which such information is dated or certified, and none of such information is or will be incomplete by omitting to state any material fact

necessary to make such information not misleading in light of the circumstances under which made (it being recognized by Lender that any projections and forecasts provided by the Borrowers are based on good faith estimates and assumptions believed by the Borrowers to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ from projected or forecasted results).

7.24 Subordinated Debt. The subordination provisions of any Subordinated Debt in existence as of the date of this Agreement are enforceable against the holders of the Subordinated Debt by Lender. The Obligations constitute Senior Debt entitled to the benefits of the subordination provisions contained in the Subordinated Debt. The Borrowers acknowledge that Lender is entering into this Agreement and is continuing to make the Loans in reliance upon the subordination provisions of the Subordinated Debt and this Section 7.24.

7.25 Title. EGT has good and marketable fee simple title to the Mortgaged Property, free and clear of all defects and encumbrances, except Permitted Liens.

7.26 Insurance. The Borrowers have obtained and shall maintain in effect the insurance required under Section 8.6 hereof.

7.27 No Encroachments. Except as shown on the Survey, no improvements encroach, or will encroach, upon any building line, set back line, side-yard line, or any recorded or visible easement (or other easement of which Borrowers are aware or has reason to believe may exist) which exists with respect to the Mortgaged Property.

7.28 Zoning. The Mortgaged Property is in compliance with all applicable zoning codes and Borrower has all requisite consents, permits and approvals for the current use of the Mortgaged Property.

7.29 Permits and Licenses. All governmental permits and licenses required by applicable laws to occupy the improvements and to operate the Mortgaged Property have been issued and are in full force and effect. The Borrowers have not received any notice of any violation of any permits or licenses which has not been entirely corrected.

7.30 Access. The Mortgaged Property physically abuts, and has the legal right of access to, a public road and no curb cut approvals or other governmental approvals are required for the applicable Borrowers to have the right of access from the Mortgaged Property to such public road.

7.31 No Defenses, Set-offs or Counterclaims. The Borrowers have no defenses, set-offs, or counterclaims of any kind or nature whatsoever against Lender with respect to the Loan Documents or obligations thereunder, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien, or collateral in connection therewith to secure the outstanding indebtedness under the Loans.

7.32 Anti-Terrorism Laws. No Borrower or any Affiliate of any Borrower is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. No Borrower or any Affiliate of any Borrower is a Blocked Person. No Borrower or any Affiliate of any Borrower (a) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (b) deals in, or otherwise engages

in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order No. 13224.

Section 8. AFFIRMATIVE COVENANTS

8.1 Compliance with Bank Regulatory Requirements; Increased Costs. If Lender shall reasonably determine that any Regulatory Change, or compliance by Lender or any Person controlling Lender with any request or directive (whether or not having the force of law) of any governmental authority, central bank or comparable agency has or would have the effect of reducing the rate of return on Lender's or such controlling Person's capital as a consequence of Lender's obligations hereunder or under any letter of credit to a level below that which Lender or such controlling Person could have achieved but for such Regulatory Change or compliance (taking into consideration Lender's or such controlling Person's policies with respect to capital adequacy) by an amount deemed by Lender or such controlling Person to be material or would otherwise reduce the amount of any sum received or receivable by Lender under this Agreement or under any Note with respect thereto, then from time to time, upon demand by Lender (which demand shall be accompanied by a statement setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail), the Borrower shall pay directly to Lender or such controlling Person such additional amount as will compensate Lender for such increased cost or such reduction, so long as such amounts have accrued on or after the day which is one hundred eighty (180) days prior to the date on which Lender first made demand therefor.

8.2 Borrower's Existence. Each Borrower shall at all times preserve and maintain its (a) its existence and good standing in the jurisdiction of its organization, and (b) its qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary (other than such jurisdictions in which the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect), and shall at all times continue as a going concern in the business which such Borrower is presently conducting. If any Borrower does not have an Organizational Identification Number and later obtains one, such Borrower shall promptly notify Lender of such Organizational Identification Number.

8.3 Compliance With Laws. The Borrowers shall use the proceeds of the Loans for working capital and other general corporate or business purposes not in contravention of any requirements of law and not in violation of this Agreement, and shall comply, in all respects, including the conduct of their business and operations and the use of their properties and assets, with all applicable laws, rules, regulations, decrees, orders, judgments, licenses and permits, except where failure to comply could not reasonably be expected to have a Material Adverse Effect. In addition, and without limiting the foregoing sentence, the Borrowers shall (a) ensure, that no person who owns a controlling interest in or otherwise controls any Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

8.4 Payment of Taxes and Liabilities. The Borrowers shall pay and discharge, prior to delinquency and before penalties accrue thereon, all property and other taxes, and all governmental charges or levies against it or any of the Collateral, as well as claims of any kind which, if unpaid, could become a Lien on any of its property; provided that the foregoing shall not require any Borrower to pay any such tax or charge so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate reserves with respect thereto in accordance with GAAP and, in the case of

a claim which could become a Lien on any of the Collateral, such contest proceedings stay the foreclosure of such Lien or the sale of any portion of the Collateral to satisfy such claim.

8.5 Maintain Property. The Borrowers shall at all times maintain, preserve and keep their plant, properties, including, without limitation, the Mortgaged Property, and Equipment, including, but not limited to, any Collateral, in good repair, working order and condition, normal wear and tear excepted, and shall from time to time make all needful and proper repairs, renewals, replacements, and additions thereto so that at all times the efficiency thereof shall be fully preserved and maintained. The Borrowers shall permit Lender to examine and inspect such plant, properties and Equipment, including, but not limited to, any Collateral, at all reasonable times.

8.6 Maintain Insurance. The Borrowers shall at all times maintain with insurance companies reasonably acceptable to Lender, such insurance coverage as may be required by any law or governmental regulation or court decree or order applicable to it and such other insurance, to such extent and against such hazards and liabilities, including employers', public and professional liability risks, as is customarily maintained by companies similarly situated, and shall have insured amounts no less than, and deductibles no higher than, are reasonably acceptable to Lender. The Borrowers shall furnish to Lender a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Borrowers, which shall be reasonably acceptable in all respects to Lender. The Borrowers shall cause each issuer of an insurance policy to provide Lender with an endorsement (i) showing Lender as lender loss payee with respect to each policy of property or casualty insurance and naming Lender as an additional insured with respect to each policy of liability insurance; and (ii) providing that thirty (30) days' notice will be given to Lender prior to any cancellation of, material reduction or change in coverage provided by or other material modification to such policy. The Borrowers shall execute and deliver to Lender a collateral assignment, in form and substance satisfactory to Lender, of each business interruption insurance policy maintained by the Borrowers.

In the event the Borrowers either fail to provide Lender with evidence of the insurance coverage required by this Section or at any time hereafter shall fail to obtain or maintain any of the policies of insurance required above, or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligation or default by the Borrowers hereunder, may at any time (but shall be under no obligation to so act), obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto, which Lender deems advisable. This insurance coverage (a) may, but need not, protect the Borrowers' interests in such property, including, but not limited to, the Collateral, and (b) may not pay any claim made by, or against, the Borrowers in connection with such property, including, but not limited to, the Collateral. The Borrowers may later cancel any such insurance purchased by Lender, but only after providing Lender with evidence that the Borrowers have obtained the insurance coverage required by this Section. If Lender purchases insurance for the Collateral, the Borrowers will be responsible for the costs of that insurance, including interest and any other charges that may be imposed with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the principal amount of the Loan owing hereunder. The costs of the insurance may be more than the cost of the insurance the Borrowers may be able to obtain on their own.

8.7 ERISA Liabilities; Employee Plans. The Borrowers shall (i) keep in full force and effect any and all Employee Plans which are presently in existence or may, from time to time, come into existence under ERISA, and not withdraw from any such Employee Plans, unless such withdrawal can be effected or such Employee Plans can be terminated without liability to the Borrowers; (ii) make contributions to all of such Employee Plans in a timely manner and in a sufficient amount to comply with the standards of ERISA;

including the minimum funding standards of ERISA; (iii) comply with all material requirements of ERISA which relate to such Employee Plans; (iv) notify Lender immediately upon receipt by any Borrower of any notice concerning the imposition of any withdrawal liability or of the institution of any proceeding or other action which may result in the termination of any such Employee Plans or the appointment of a trustee to administer such Employee Plans; (v) promptly advise Lender of the occurrence of any “Reportable Event” or “Prohibited Transaction” (as such terms are defined in ERISA), with respect to any such Employee Plans; and (vi) amend any Employee Plan that is intended to be qualified within the meaning of Section 401 of the Internal Revenue Code of 1986 to the extent necessary to keep the Employee Plan qualified, and to cause the Employee Plan to be administered and operated in a manner that does not cause the Employee Plan to lose its qualified status.

8.8 Financial Statements. The Borrowers shall at all times maintain a standard and modern system of accounting, on the accrual basis of accounting and in all respects in accordance with GAAP, and shall furnish to Lender or its authorized representatives such information regarding the business affairs, operations and financial condition of the Borrowers, including, but not limited to:

(a) promptly when available, and in any event, within one hundred twenty (120) days after the close of each of its fiscal years, a copy of the annual audited financial statements of the Borrowers including balance sheet, statement of income and retained earnings, statement of cash flows for the fiscal year then ended and such other information (including nonfinancial information) as Lender may reasonably request, in reasonable detail, prepared and certified as accurate by each Borrower’s treasurer or chief financial officer;

(b) promptly when available, and in any event, within thirty (30) days following the end of each calendar month, a copy of the financial statements of the Borrowers regarding such month, including balance sheet, statement of income and retained earnings, statement of cash flows for such month and such other information (including nonfinancial information) as Lender may request, in reasonable detail, prepared and certified as true and correct by each Borrower’s treasurer or chief financial officer;

(c) within ten (10) days after the filing due date (as such date may be extended in accordance with properly granted extensions) each year, a signed copy of the complete income tax returns filed with the Internal Revenue Service by the Borrowers;

(d) promptly when available, and in any event, no later than thirty (30) days prior to the close of each of their fiscal years, an operating and capital budget setting forth the Borrowers’ projected gross revenue, operating expenses and Capital Expenditures for the next succeeding fiscal year, on a month-by-month basis, in reasonable detail, and containing such information as is reasonably satisfactory to Lender.

No change with respect to such accounting principles shall be made by the Borrowers without giving prior notification to Lender. Each Borrower represents and warrants to Lender that the financial statements delivered to Lender at or prior to the execution and delivery of this Agreement and to be delivered at all times thereafter accurately reflect and will accurately reflect the financial condition of the Borrowers. Lender shall have the right at all times during business hours upon reasonable notice to inspect the books and records of the Borrowers and make extracts therefrom.

8.9 Supplemental Financial Statements. The Borrowers shall promptly upon receipt thereof, provide to Lender copies of interim and supplemental reports if any, submitted to the Borrowers by independent accountants in connection with any interim audit or review of the books of the Borrower.

8.10 Borrowing Base Certificate. The Borrowers shall within thirty (30) days after the end of each month, deliver to Lender a Borrowing Base Certificate dated as of the last Business Day of such month, certified as true, correct and complete by the president and controller of each Borrower and acceptable to Lender in its sole and absolute discretion. The Borrowing Base Certificate shall be accompanied by the aged accounts schedule, inventory report, commodity position reports and commodity account statement required pursuant to Sections 8.11, 8.12, 8.13 and 8.14 hereof, each dated as of the date as the Borrowing Base Certificate. Notwithstanding the foregoing, at any time an Event of Default exists, Lender may require the Borrowers to deliver Borrowing Base Certificates and any accompanying reports more frequently.

8.11 Aged Accounts Schedule. The Borrowers shall, within thirty (30) days after the end of each month, deliver to Lender an aged schedule of the Accounts of each Borrower, listing the name and amount due from each Account Debtor and showing the aggregate amounts due from (a) 0-30 days, (b) 31-60 days, (c) 61-90 days and (d) more than 90 days, and certified as accurate by each Borrower's treasurer or chief financial officer.

8.12 Inventory Reports. The Borrowers shall, within thirty (30) days after the end of each month, deliver to Lender an inventory report, certified as accurate by each Borrower's treasurer or chief financial officer, and within such time as Lender may specify, such other schedules and reports as Lender may require.

8.13 Commodity Position Reports. The Borrowers shall, within thirty (30) days after the end of each month, deliver to Lender a Daily Position Report and Grain Inventory and Market Position summary for such month, prepared by the Borrowers, and certified as accurate and complete by the respective Borrower's treasurer or chief financial officer.

8.14 Commodity Account Statements. The Borrowers shall, or shall cause RJ O'Brien to, within thirty (30) days after the end of each month, deliver to Lender account statements for the Commodity Account.

8.15 Covenant Compliance Certificate. The Borrowers shall, within forty five (45) days after the end of each fiscal quarter, deliver to Lender a duly completed compliance certificate, dated the date of such financial statements and certified as true and correct by the president and controller of each Borrower, containing a computation of each of the financial covenants set forth in Section 10 and stating that such Borrower has not become aware of any Event of Default or Unmatured Event of Default that has occurred and is continuing or, if there is any such Event of Default or Unmatured Event of Default describing it and the steps, if any, being taken to cure it.

8.16 Field Audits. Once each fiscal quarter of the Borrowers, the Borrowers shall permit Lender to inspect the Inventory, other tangible assets and/or other business operations of the Borrowers, to perform appraisals of the Equipment of the Borrowers, and to inspect, audit, check and make copies of, and extracts from, the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to Inventory, Accounts and any other Collateral, the results of which must be satisfactory to Lender in Lender's sole and absolute discretion. Notwithstanding the foregoing, at any time an Event of Default exists, Lender may require the Borrowers to permit such inspections and audits more frequently. All such inspections or audits by Lender shall be at the Borrowers' sole expense.

8.17 Other Reports. The Borrowers shall, within such period of time as Lender may specify, deliver to Lender such other schedules and reports as Lender may require.

8.18 Collateral Records. The Borrowers shall keep full and accurate books and records relating to the Collateral and shall mark such books and records to indicate Lender's Lien in the Collateral, including, without limitation, placing a legend, in form and content acceptable to Lender, on all Chattel Paper created by any Borrower indicating that Lender has a Lien in such Chattel Paper.

8.19 Intellectual Property. The Borrowers shall maintain, preserve and renew all Intellectual Property necessary for the conduct of their business as and where the same is currently located as heretofore or as hereafter conducted by it.

8.20 Notice of Proceedings. The Borrowers, promptly upon becoming aware, shall give written notice to Lender of any litigation, arbitration or governmental investigation or proceeding not previously disclosed by the Borrowers to Lender which has been instituted or, to the knowledge of the Borrowers, is threatened against any Borrower or to which any of its properties is subject which might reasonably be expected to have a Material Adverse Effect.

8.21 Notice of Event of Default or Material Adverse Effect. The Borrowers shall, immediately after the commencement thereof, give notice to Lender in writing of the occurrence of any Event of Default or any Unmatured Event of Default, or the occurrence of any condition or event having a Material Adverse Effect.

8.22 Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances shall occur or shall have occurred on any real property or any other assets of any Borrower, the Borrowers shall cause the prompt containment and removal of such Hazardous Substances and the remediation of such real property or other assets as necessary to comply with all Environmental Laws and to preserve the value of such real property or other assets. Without limiting the generality of the foregoing, the Borrowers shall comply with any Federal or state judicial or administrative order requiring the performance at any real property of any Borrower of activities in response to the release or threatened release of a Hazardous Substance. To the extent that the transportation of Hazardous Substances is permitted by this Agreement, the Borrower shall dispose of such Hazardous Substances, or of any other wastes, only at licensed disposal facilities operating in compliance with Environmental Laws.

8.23 Further Assurances. The Borrowers shall take such actions as are necessary or as Lender may reasonably request from time to time to ensure that the Obligations under the Loan Documents are secured by substantially all of the assets of the Borrower, in each case as Lender may determine, including (a) the execution and delivery of security agreements, pledge agreements, mortgages, deeds of trust, financing statements and other documents, and the filing or recording of any of the foregoing, and (b) the delivery of certificated securities and other collateral with respect to which perfection is obtained by possession.

8.24 Banking Relationship. The Borrowers covenant and agree, at all times during the term of this Agreement, to utilize Lender as their primary bank of account and depository for all financial services, including all receipts, disbursements, cash management and related service.

8.25 Non-Utilization Fee. The Borrowers agree to pay to Lender a non-utilization fee (the "Non-Utilization Fee") equal to 0.40%, multiplied by the sum of the following: the total of the Revolving Loan Commitment, minus the sum of the daily average of the aggregate principal amount of all Revolving

Loans outstanding. Such non-utilization fee shall be (i) calculated on the basis of a year consisting of 360 days, (ii) paid for the actual number of days elapsed, and (iii) payable quarterly in arrears on the last day of each March, June, September and December, commencing on December 31, 2020, and on the Revolving Loan Maturity Date.

8.26 Commodity Account. EGT shall maintain the Commodity Account as a segregated, regulated hedging account for all hedging by means of trading in commodity futures contracts with a brokerage firm approved in writing by Lender. EGT shall comply with the requirements and all margin calls of such brokerage firm and shall maintain the Commodity Account in good standing. Lender is authorized to advance funds under the Notes to meet margin calls by the telephonic or written request of such brokerage house. No Borrower shall undertake any hedging transaction for the purpose of speculation. EGT will direct EGT's broker to furnish to Lender duplicate copies of all notices concerning Commodity Account transactions and will furnish directly to Lender copies of all notices concerning Commodity Account transactions sent to EGT.

8.27 Chief Financial Officer. Borrowers shall continue to employ a chief financial officer that is reasonably acceptable to Lender. Failure to employ such chief financial officer shall result in the assessment of a non-compliance fee against the Borrowers in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000) per month for each month or portion thereof that Borrowers operate without a chief financial officer.

8.28 Swap Transaction Document.

(a) Within ninety (90) days following the Closing Date, Borrowers shall enter into a Swap Transaction Document to effectively fix or cap the interest rate payable on an aggregate notional amount equal to seventy-five percent (75%) of the outstanding principal amount of the Term Loan. The Interest Hedging Agreement shall provide for a fixed or capped LIBOR Rate acceptable to Lender, all upon the terms and subject to such conditions as shall be acceptable to Lender in its reasonable discretion. The obligations of Borrower under the Swap Transaction Document will be secured on a pari passu, pro rata basis with the Loans.

(b) Borrowers hereby acknowledge and agree that if Lender exercises its right to accelerate the Loan upon the happening of an Event of Default, Lender shall have the right to terminate any Swap Transaction Document and demand payment of all Swap Obligations.

(c) Borrower hereby grants and assigns to Lender, a security interest, to secure payment and performance of the Obligations, in all of Borrower's right, title and interest, now or hereafter acquired, to the payment of money from Lender (or any affiliate of Lender) to Borrower under any Swap Transaction Document.

(d) Full prepayment of the principal of the Term Note, whether voluntary or involuntary, will constitute a Termination Event (as defined in any Swap Transaction Document), permitting Lender to terminate the Swap Transaction Document. Moreover, at no time during the term of the Loan may the then outstanding principal balance of the Loan be less than the then remaining notional amount under any Swap Transaction Document. Any such termination of a Swap Transaction Document, or reduction in such notional amount, will subject Borrower to payment to Lender of all assessments, losses, fees and costs of any kind or nature as set forth in any and all Swap Transaction Documents or otherwise as may be incurred by Lender thereunder, which arise, directly or indirectly, as a result of such prepayment termination.

(e) Each Borrower and Guarantor is an “eligible contract participant” as defined in the Commodity Exchange Act and any regulations promulgated thereunder.

8.29 Effect of Benchmark Transition Event.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, Lender may amend this Agreement to replace the LIBOR Rate with a Benchmark Replacement. Any such amendment will become effective at 5:00 p.m. Central Time on the first (1st) day of the month immediately following the month in which Lender provides written notice to Borrower of the Benchmark Transition Event or Early Opt-in Election; (the “Benchmark Transition Start Date”). Such proposed amendment shall become effective without any further action or consent of Borrower; *provided, however*, that Borrower shall execute any amendment(s) evidencing the Benchmark Replacement and any Benchmark Replacement Conforming Changes (defined herein) within ten (10) Business Days of delivery of such amendment by Lender to Borrower. Replacement of the LIBOR Rate with a Benchmark Replacement will not occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with implementation of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendment(s) implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of Borrower, but shall be subject to Borrower’s obligation to execute any amendment(s) evidencing the same.

(c) Notices: Standards for Decisions and Determinations. Lender will promptly notify Borrower of: (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its Benchmark Transition Start Date; (ii) implementation of any Benchmark Replacement, (iii) the effect of any Benchmark Replacement Conforming Changes. Any determination, decision, or election that may be made by Lender pursuant to this Section 8.29 including any determination with respect to a tenor, rate, or adjustment, or of the occurrence or non-occurrence of an event, circumstance, or date, and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in Lender’s sole discretion and without the consent of Borrower *except*, in each case, as expressly required pursuant to this Section 8.29.

(d) Alternative Base Rate Until Benchmark Replacement is Selected. Upon the occurrence of a Benchmark Transition Event, commencing on the next Reset Date and continuing until the Benchmark Replacement has been determined by Lender, the Interest Rate shall be the Alternative Base Rate plus the Applicable Margin.

8.30 Updated Schedules to this Agreement. By December 31, 2020, the Borrowers shall furnish to Lender a complete set of updated Schedules to this Agreement, containing such information and in such detail as is reasonably acceptable to Lender. All information provided in such updated Schedules shall be true and correct in all material respects as of the Closing Date. Borrowers acknowledge that failure to comply with this Section 8.30 by such date shall, at the option of Lender, and without notice to the Borrowers constitute an Event of Default for which no other notice or cure right otherwise available under this Agreement will apply.

Section 9. NEGATIVE COVENANTS

9.1 Debt. The Borrowers shall not, either directly or indirectly, create, assume, incur or have outstanding any Debt (including purchase money indebtedness), or become liable, whether as endorser, guarantor, surety or otherwise, for any debt or obligation of any other Person, except:

- (a) the Obligations under this Agreement and the other Loan Documents;
- (b) obligations of the Borrowers for Taxes, assessments, municipal or other governmental charges;
- (c) the Subordinated Debt, including, without limitation, any Subordinated Debt now or hereafter owed to the QLICI Lenders from time to time;
- (d) Swap Obligations incurred in favor of Lender or any Affiliate of Lender for bona fide hedging purposes and not for speculation;
- (e) Debt described on Schedule 9.1 and any extension, renewal or refinancing thereof;
- (f) obligations of the Borrowers for accounts payable, other than for money borrowed, incurred in the ordinary course of business; and
- (g) Debt (in addition to the Debt listed above) incurred by the Borrowers in the ordinary course of its business, provided that the aggregate amount of all such Debt outstanding at any time shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000) in the aggregate.

9.2 Encumbrances. The Borrowers shall not, either directly or indirectly, create, assume, incur or suffer or permit to exist any Lien or charge of any kind or character upon any asset of the Borrowers, whether owned at the date hereof or hereafter acquired, except for Permitted Liens.

9.3 Sale of Assets. The Borrowers shall not sell, transfer, convey or dispose of any of its assets or properties, other than Inventory in the ordinary course of its business, and assets that are (a) required to be removed by the applicable governing authority, (b) are replaced with assets or property of the same utility and of the same or greater value, (c) obsolete, or (d) the proceeds of which are paid to Lender or for operating expenses or Capital Expenditures in connection with the operation of the Borrowers' business at the Mortgaged Property.

9.4 Acquisitions. No Borrower will, directly or indirectly, consummate any Acquisitions.

9.5 No Merger or Consolidation. No Borrower will implement or approve any sale, liquidation or merger of any Borrower with any other person or entity.

9.6 Restricted Payments. No Borrower will declare or pay any dividend or other distribution (whether in cash or in kind) on any class of its Capital Securities, or purchase, redeem, retire, or otherwise acquire any of its Capital Securities. Notwithstanding the foregoing, so long as any Borrower is a "pass-through" tax entity for United States federal income tax purposes, such Borrower may pay Pass-Through Tax Liabilities. As used in this Agreement, "Pass-Through Tax Liabilities" means the amount of state and federal income tax paid or to be paid by the members of a Borrower on taxable income earned by such Borrower and attributable to members as a result of such Borrower's "pass-through" tax status,

assuming the highest marginal income tax rate for federal and state (for the state or states in which any owner is liable for income taxes with respect to such income) income tax purposes, after taking into account any deduction for state income taxes in calculating the federal income tax liability and all other deductions, credits, deferrals and other reductions available to the members from or through such Borrower.

9.7 Transactions with Affiliates. The Borrower shall not, directly or indirectly, enter into or permit to exist any transaction with any of its Affiliates or with any director, officer or employee of the Borrower other than transactions in the ordinary course of, and pursuant to the reasonable requirements of, the business of the Borrower and upon fair and reasonable terms which are fully disclosed to Lender and are no less favorable to the Borrower than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate of the Borrower.

9.8 Other Obligations and Accommodations. Except as provided by this Agreement, the Borrowers shall not create or incur any indebtedness for borrowed money, nor be or become indebted or financially obligated to any person or entity, nor shall any Borrower, without Lender's knowledge and consent, be or become a guarantor or surety nor otherwise be or become responsible in any manner for any undertaking of any other person or entity (whether by agreement to purchase any obligations, stock, assets, goods or services, or to supply or advance any funds, assets, goods, services, or otherwise), nor shall any Borrower make or permit to exist any loans or (except in the ordinary course of business) make advances or extend any credit to any other person or entity.

9.9 Transactions with Affiliates. The Borrowers shall not, directly or indirectly, enter into or permit to exist any transaction with any of their Affiliates or with any director, officer or employee of any Borrower other than transactions in the ordinary course of, and pursuant to the reasonable requirements of, the business of the Borrowers and upon fair and reasonable terms which are fully disclosed to Lender and are no less favorable to the Borrowers than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate of the Borrowers.

9.10 Cancellation of Debt. The Borrowers shall not cancel or compromise any claim or debt owing to it, except for reasonable consideration and after first having received Lender's written consent.

9.11 Inconsistent Agreements. The Borrowers shall not enter into any agreement containing any provision which would (a) be violated or breached by any borrowing by the Borrowers hereunder or by the performance by any Borrowers or any Subsidiary of any of its Obligations hereunder or under any other Loan Document, or (b) prohibit any Borrower from granting to Lender a Lien on any of its assets.

9.12 Use of Proceeds. Neither the Borrowers nor any of their Affiliates shall use any portion of the proceeds of the Loans, either directly or indirectly, for the purpose of purchasing any securities underwritten by Lender or any Affiliate of Lender.

9.13 Bank Accounts. The Borrowers shall not establish any new Deposit Accounts or other bank accounts, other than Deposit Accounts or other bank accounts established at or with Lender without the prior written consent of Lender.

9.14 Business Activities; Change of Legal Status and Organizational Documents. No Borrower shall (a) engage in any line of business other than the businesses engaged in on the date hereof and businesses reasonably related thereto, (b) change its name, its Organizational Identification Number, if it has one, its type of organization, its jurisdiction of organization or other legal structure, or (c) permit its

charter, bylaws or other organizational documents to be amended or modified in any way which could reasonably be expected to materially adversely affect the interests of Lender.

9.15 Open Commodities Contracts. The Borrowers shall not have more than the following numbers of un-hedged Commodities Contracts per commodity at any time:

Product	Contract Type	Contract size	Contract UOM	Open Position Limit	
				Contracts	UOM Equivalent
Corn	CME - Corn	5,000	BU	2	10,000
Soybean	CME - Soybean	5,000	BU	10	50,000
Wheat	CME - Wheat	5,000	BU	1	5,000

Notwithstanding the foregoing, if Borrowers accept Grain Inventory on any day on which commodities markets are not open for trade, Borrowers must establish the required hedged positions by the following trading day. For purposes of measurement in the preceding table, soybean products consisting of soybean meal, soybean oil and biodiesel shall be converted to industry-standard whole-soybean equivalents.

9.16 Anti-Terrorism Laws. No Borrower will (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any Property or interests in Property blocked pursuant to Executive Order No. 13224 or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the USA Patriot Act or any other Anti-Terrorism Law. Each Borrower shall deliver to Lender any certification or other evidence from time to time requested by Lender confirming compliance by such Borrower with this Section 9.16.

Section 10. FINANCIAL COVENANTS

10.1 Tangible Net Worth. As of the fiscal quarter ending December 31, 2020, Borrower shall have a Tangible Net Worth of at least \$23,542,661. As of the fiscal quarter ending March 31, 2021, and as of the end of each fiscal quarter thereafter, Borrowers shall maintain a Tangible Net Worth of at least \$23,542,661, plus an amount equal to fifty percent (50%) of the aggregate Net Income earned by the Borrowers during the previous fiscal year, provided, however, that net losses incurred in any fiscal year of the Borrowers shall not be subtracted in the determination of Tangible Net Worth.

10.2 Debt Service Coverage. As of the fiscal quarter ending December 31, 2020, and as of the end of each fiscal quarter thereafter, the Borrowers shall have a minimum Debt Service Coverage Ratio of 1.25 to 1.00, as measured on a rolling four-quarter basis.

10.3 Working Capital. As of the fiscal quarter ending December 31, 2020, and as of each fiscal quarter thereafter through June 30, 2021, the Borrowers shall have minimum Working Capital of \$6,000,000. As of the fiscal quarter ending September 30, 2021, and as of each fiscal quarter thereafter through December 31, 2021, Borrowers shall have minimum Working Capital of \$7,500,000. As of the fiscal quarter ending March 31, 2022, and as of each fiscal quarter thereafter, the Borrowers shall have minimum Working Capital of \$9,000,000.

10.4 Capital Expenditures. Provided that no Event of Default has occurred and remains uncured, the Borrower may incur Capital Expenditures of up to an aggregate amount of \$1,000,000 in each of its fiscal years, beginning with the fiscal year that starts on April 1, 2021.

Section 11. EVENTS OF DEFAULT

The Borrowers, without notice or demand of any kind, shall be in default under this Agreement upon the occurrence of any of the following events (each an “Event of Default”).

11.1 Nonpayment of Obligations. Any amount due and owing on any Note or any of the Obligations, whether by its terms or as otherwise provided herein, is not paid by the latter of (a) ten (10) days after the date when due, and (b) ten (10) days after written notice from Lender; provided, however, that Lender will not be required to send any such notice if Lender has already sent notice of a breach of this Section 11.1 within the preceding twelve (12) months.

11.2 Misrepresentation. Any oral or written warranty, representation, certificate or statement of any Obligor in this Agreement, the other Loan Documents or any other agreement with Lender shall be false or incomplete when made or at any time thereafter, or if any financial data or any other information now or hereafter furnished to Lender by or on behalf of any Obligor shall prove to be false or incomplete, inaccurate or misleading in any material respect.

11.3 Financial Covenants. Borrowers shall fail to perform or observe any term, provision or covenant contained in Section 10.

11.4 Other Covenants. Borrowers shall fail to perform or observe any term provision or covenant contained in Sections 8.2, 8.3, 8.4, 8.6, 8.7, 8.8, 8.10, 8.11, 8.12, 8.13, 8.14, 8.15, 8.16, 8.24, 8.26, 8.28 or Section 9 (including each of its subsections).

11.5 Nonperformance. Any failure to perform or default in the performance of any covenant, condition or agreement contained in this Agreement or in the other Loan Documents or any other agreement with Lender.

11.6 Default Under Loan Documents. A default under any of the other Loan Documents, all of which covenants, conditions and agreements contained therein are hereby incorporated in this Agreement by express reference, shall be and constitute an Event of Default under this Agreement and any other of the Obligations.

11.7 Default Under Other Debt. Any default by any Obligor in the payment of any Debt for any other obligation beyond any period of grace provided with respect thereto or in the performance of any other term, condition or covenant contained in any agreement (including, but not limited to any capital or operating lease or any agreement in connection with the deferred purchase price of property) under which any such obligation is created, the effect of which default is to cause or permit the holder of such obligation (or the other party to such other agreement) to cause such obligation to become due prior to its stated maturity or terminate such other agreement.

11.8 Other Material Obligations. Any default in the payment when due, or in the performance or observance of, any material obligation of, or condition agreed to by, any Obligor with respect to any material purchase or lease of goods or services where such default, singly or in the aggregate with all other such defaults, might reasonably be expected to have a Material Adverse Effect.

11.9 Bankruptcy, Insolvency, Etc. Any Obligor becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due; or any Obligor applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such Obligor or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Obligor or for a substantial part of the property of any thereof and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Obligor, and if such case or proceeding is not commenced by such Obligor, it is consented to or acquiesced in by such Obligor, or remains un-dismissed for sixty (60) days; or any Obligor takes any action to authorize, or in furtherance of, any of the foregoing.

11.10 Judgments. The entry of any final judgment, decree, levy, attachment, garnishment or other process, or the filing of any Lien against any Obligor which is not fully covered by insurance, and which judgment or other process would have a Material Adverse Effect on the Borrower or any Obligor, and such judgment or other process shall not have been, within thirty (30) days from the entry thereof, (i) bonded over to the satisfaction of Lender and appealed, (ii) vacated, or (iii) discharged.

11.11 Change in Control. The occurrence of any Change in Control.

11.12 Collateral Impairment. The entry of any judgment, decree, levy, attachment, garnishment or other process, or the filing of any Lien against, any of the Collateral or any collateral under a separate security agreement securing any of the Obligations and such judgment or other process shall not have been, within thirty (30) days from the entry thereof, (i) bonded over to the satisfaction of Lender and appealed, (ii) vacated, or (iii) discharged, or the loss, theft, destruction, seizure or forfeiture, or the occurrence of any material deterioration or impairment of any of the Collateral or any of the collateral under any security agreement securing any of the Obligations, or any material decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the Collateral, in the sole opinion of Lender acting in good faith, to become unsatisfactory as to value or character, or which causes Lender to reasonably believe that it is insecure and that the likelihood for repayment of the Obligations is or will soon be impaired, time being of the essence. The cause of such deterioration, impairment, decline or depreciation shall include, but is not limited to, the failure by the Borrowers to do any act deemed reasonably necessary by Lender to preserve and maintain the value and collectability of the Collateral.

11.13 Material Adverse Effect. The occurrence of any development, condition or event which has a Material Adverse Effect on the Borrowers.

11.14 Guaranty. There is a discontinuance, revocation or termination by any of the Guarantors of any of the Guaranties or any of the Guarantors shall contest the validity of such Guaranty.

11.15 Subordinated Debt. The subordination provisions of any Subordinated Debt shall for any reason be revoked or invalid or otherwise cease to be in full force and effect, or the Borrowers shall contest in any manner, or any other holder thereof shall contest in any judicial proceeding, the validity or enforceability of the Subordinated Debt or deny that it has any further liability or obligation thereunder, or the Obligations shall for any reason not have the priority contemplated by the subordination provisions of the Subordinated Debt.

11.16 Death of Individual. The death or legal declaration of incompetency of any Guarantor who is a natural person; provided, however, the death or legal declaration of incompetency of any Guarantor

will not constitute an Event of Default if within 60 days after such death or legal declaration of incompetency, the estate of the deceased Guarantor expressly acknowledges and agrees to assume, pay and perform all obligations of the deceased Guarantor under the Guaranty, the Indemnity Agreement and any other documents or instruments executed by such Guarantor in connection with the Loan, pursuant to a written assumption agreement in such form as Lender shall reasonably require.

11.17 If the Borrowers shall default in the performance or observance of or compliance with any covenant, agreement, condition or provision contained in this Agreement and not otherwise specified in this Section 11, or contained in any of the other Loan Documents and a default under which is not specifically defined as an “Event of Default” under such other Loan Document, and such default shall not be cured within thirty (30) days after notice thereof to Borrowers.

Section 12. REMEDIES.

Upon the occurrence of an Event of Default, Lender shall have all rights, powers and remedies set forth in the Loan Documents, in any written agreement or instrument (other than this Agreement or the Loan Documents) relating to any of the Obligations or any security therefor, as a secured party under the UCC or as otherwise provided at law or in equity. Without limiting the generality of the foregoing, Lender may, at its option upon the occurrence of an Event of Default, declare its commitments to the Borrowers to be terminated and all Obligations to be immediately due and payable; provided, however, that upon the occurrence of an Event of Default under Section 11.7, all commitments of Lender to the Borrowers shall immediately terminate and all Obligations shall be automatically due and payable, all without demand, notice or further action of any kind required on the part of Lender. The Borrowers hereby waive any and all presentment, demand, notice of dishonor, protest, and all other notices and demands in connection with the enforcement of Lender’s rights under the Loan Documents, and hereby consents to, and waives notice of release, with or without consideration, of any of the Borrowers, any of the Guarantors or of any Collateral, notwithstanding anything contained herein or in the Loan Documents to the contrary. In addition to the foregoing:

12.1 Possession and Assembly of Collateral. Lender may, without notice, demand or legal process of any kind, take possession of any or all of the Collateral (in addition to Collateral of which Lender already has possession), wherever it may be found, and for that purpose may pursue the same wherever it may be found, and may at any time enter into any of the Borrowers’ premises where any of the Collateral may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of and Lender shall have the right to store and conduct a sale of the same in any of the Borrowers’ premises without cost to Lender. At Lender’s request, the Borrowers will, at the Borrowers’ sole expense, assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender and the Borrowers.

12.2 Sale of Collateral. Lender may sell any or all of the Collateral at public or private sale, upon such terms and conditions as Lender may deem proper, and Lender may purchase any or all of the Collateral at any such sale. The Borrowers acknowledge that Lender may be unable to effect a public sale of all or any portion of the Collateral because of certain legal and/or practical restrictions and provisions which may be applicable to the Collateral and, therefore, may be compelled to resort to one or more private sales to a restricted group of offerees and purchasers. The Borrowers consent to any such private sale so made even though at places and upon terms less favorable than if the Collateral were sold at public sale. Lender shall have no obligation to clean-up or otherwise prepare the Collateral for sale. Lender may apply the net proceeds, after deducting all costs, expenses, attorneys’ and paralegals’ fees incurred or paid at any time in the collection, protection and sale of the Collateral and the Obligations, to the payment of any Note

and/or any of the other Obligations, returning the excess proceeds, if any, to the Borrowers. The Borrowers shall remain liable for any amount remaining unpaid after such application, with interest at the Default Rate. Any notification of intended disposition of the Collateral required by law shall be conclusively deemed reasonably and properly given if given by Lender at least ten (10) calendar days before the date of such disposition. The Borrowers hereby confirm, approve and ratify all acts and deeds of Lender relating to the foregoing, and each part thereof, and expressly waives any and all claims of any nature, kind or description which it has or may hereafter have against Lender or its representatives, by reason of taking, selling or collecting any portion of the Collateral. The Borrowers consent to releases of the Collateral at any time (including prior to default) and to sales of the Collateral in groups, parcels or portions, or as an entirety, as Lender shall deem appropriate. The Borrowers expressly absolve Lender from any loss or decline in market value of any Collateral by reason of delay in the enforcement or assertion or nonenforcement of any rights or remedies under this Agreement.

12.3 Standards for Exercising Remedies. To the extent that applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, the Borrowers acknowledge and agree that it is not commercially unreasonable for Lender (a) to fail to incur expenses reasonably deemed significant by Lender to prepare Collateral for disposition or otherwise to complete raw material or work-in-process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other Persons, whether or not in the same business as the Borrowers, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, including, without limitation, any warranties of title, (k) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of Collateral or to provide to Lender a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Lender in the collection or disposition of any of the Collateral. The Borrowers acknowledge that the purpose of this section is to provide non-exhaustive indications of what actions or omissions by Lender would not be commercially unreasonable in Lender's exercise of remedies against the Collateral and that other actions or omissions by Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this section. Without limitation upon the foregoing, nothing contained in this section shall be construed to grant any rights to the Borrowers or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this section.

12.4 UCC and Offset Rights. Lender may exercise, from time to time, any and all rights and remedies available to it under the UCC or under any other applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement or in any other agreements between any Obligor and Lender, and may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Obligations, whether matured or unmatured, including costs of collection and attorneys' and paralegals' fees, and in such order of application as Lender may, from time to time, elect,

any indebtedness of Lender to any Obligor, however created or arising, including, but not limited to, balances, credits, deposits, accounts or moneys of such Obligor in the possession, control or custody of, or in transit to Lender. Each Borrower, on behalf of itself and each Obligor, hereby waives the benefit of any law that would otherwise restrict or limit Lender in the exercise of its right, which is hereby acknowledged, to appropriate at any time hereafter any such indebtedness owing from Lender to any Obligor.

12.5

Additional Remedies. Lender shall have the right and power, but not the obligation, to:

(a) instruct the Borrowers, at its own expense, to notify any parties obligated on any of the Collateral, including, but not limited to, any Account Debtors, to make payment directly to Lender of any amounts due or to become due thereunder, or Lender may directly notify such obligors of the security interest of Lender, and/or of the assignment to Lender of the Collateral and direct such obligors to make payment to Lender of any amounts due or to become due with respect thereto, and thereafter, collect any such amounts due on the Collateral directly from such Persons obligated thereon;

(b) enforce collection of any of the Collateral, including, but not limited to, any Accounts, by suit or otherwise, or make any compromise or settlement with respect to any of the Collateral, or surrender, release or exchange all or any part thereof, or compromise, extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder;

(c) take possession or control of any proceeds and products of any of the Collateral, including the proceeds of insurance thereon;

(d) extend, renew or modify for one or more periods (whether or not longer than the original period) any Note, any other of the Obligations, any obligation of any nature of any other obligor with respect to any Note or any of the Obligations;

(e) grant releases, compromises or indulgences with respect to any Note, any of the Obligations, any extension or renewal of any of the Obligations, any security therefor, or to any other obligor with respect to any Note or any of the Obligations;

(f) transfer the whole or any part of securities which may constitute Collateral into the name of Lender or Lender's nominee without disclosing, if Lender so desires, that such securities so transferred are subject to the security interest of Lender, and any corporation, association, or any of the managers or trustees of any trust issuing any of such securities, or any transfer agent, shall not be bound to inquire, in the event that Lender or such nominee makes any further transfer of such securities, or any portion thereof, as to whether Lender or such nominee has the right to make such further transfer, and shall not be liable for transferring the same;

(g) deliver written notification to RJ O'Brien or any other brokerage firm that maintains the Commodity Account directing transfer, liquidation, or redemption of any assets in the Commodity Account, without any further consent by the Debtor or any other Person;

(h) make an election with respect to the Collateral under Section 1111 of the Bankruptcy Code or take action under Section 364 or any other section of the Bankruptcy Code; provided, however, that any such action of Lender as set forth herein shall not, in any manner whatsoever, impair or affect the liability of the Borrowers hereunder, nor prejudice, waive, nor be construed to impair, affect, prejudice or waive

Lender's rights and remedies at law, in equity or by statute, nor release, discharge, nor be construed to release or discharge, the Borrower, any guarantor or other Person liable to Lender for the Obligations; and

(i) at any time, and from time to time, accept additions to, releases, reductions, exchanges or substitution of the Collateral, without in any way altering, impairing, diminishing or affecting the provisions of this Agreement, the Loan Documents, or any of the other Obligations, or Lender's rights hereunder, under any Note or under any of the other Obligations.

The Borrowers hereby ratify and confirms whatever Lender may do with respect to the Collateral and agrees that Lender shall not be liable for any error of judgment or mistakes of fact or law with respect to actions taken in connection with the Collateral.

11.17 Attorney-in-Fact. Each Borrower hereby irrevocably makes, constitutes and appoints Lender (and any officer of Lender or any Person designated by Lender for that purpose) as such Borrower's true and lawful proxy and attorney-in-fact, coupled with an interest (and agent-in-fact) in such Borrower's name, place and stead, with full power of substitution, to (i) take such actions as are permitted in this Agreement, (ii) execute such financing statements and other documents and to do such other acts as Lender may require to perfect and preserve Lender's security interest in, and to enforce such interests in the Collateral, and (iii) carry out any remedy provided for in this Agreement, including, without limitation, endorsing such Borrower's name to checks, drafts, instruments and other items of payment, and proceeds of the Collateral, executing change of address forms with the postmaster of the United States Post Office serving the address of such Borrower, changing the address of such Borrower to that of Lender, opening all envelopes addressed to such Borrower and applying any payments contained therein to the Obligations. Notwithstanding anything to the contrary in the immediately preceding sentence, Lender shall not execute any document as attorney-in-fact of such Borrower unless (x) such Borrower shall have failed or refused to execute the same within five (5) Business Days after Lender's request therefor, or (y) in Lender's good faith determination, it would be materially prejudiced by the delay involved in making such a request. Lender shall give prompt notice to the Borrowers of any exercise of the power of attorney as provided for in this Section 12.6, along with copies of all documents executed in connection therewith. Each Borrower hereby acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable. Each Borrower hereby ratifies and confirms all that such attorney-in-fact may do or cause to be done by virtue of any provision of this Agreement.

11.18 No Marshaling. Lender shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the extent that it lawfully may, each Borrower hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Borrower hereby irrevocably waives the benefits of all such laws.

11.19 Application of Proceeds. Lender will within three (3) Business Days after receipt of cash or solvent credits from collection of items of payment, proceeds of Collateral or any other source, apply the whole or any part thereof against the Obligations secured hereby. Lender shall further have the exclusive right to determine how, when and what application of such payments and such credits shall be made on the Obligations, and such determination shall be conclusive upon the Borrowers. Any proceeds of any disposition by Lender of all or any part of the Collateral may be first applied by Lender to the payment of expenses incurred by Lender in connection

with the Collateral, including attorneys' fees and legal expenses as provided for in Section 13 hereof. Notwithstanding anything to the contrary set forth above, in no event shall any proceeds of any Collateral owned, or any Guaranty provided, by any Obligor under any Loan Document be applied to repay or cash collateralize any Excluded Swap Obligation with respect to such Obligor, but appropriate adjustments shall be made with respect to payments from other Obligors to preserve the allocation to Obligations otherwise set forth above in this Section; provided, further, that Lender may elect to apply the proceeds of any such Collateral or Guaranty to repay or cash collateralize any Obligations in accordance with the priority set forth above (other than Excluded Swap Obligation with respect to such Obligor) before applying the proceeds of any other Collateral or Guaranty provided under any Loan Document, if in the reasonable determination of Bank, such order of application will maximize the repayment of all of the Obligations. Lender shall have absolute discretion as to the time of application of any such proceeds, moneys, or balances in accordance with this Agreement.

11.20 No Waiver. No Event of Default shall be waived by Lender except in writing. No failure or delay on the part of Lender in exercising any right, power or remedy hereunder shall operate as a waiver of the exercise of the same or any other right at any other time; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. There shall be no obligation on the part of Lender to exercise any remedy available to Lender in any order. The remedies provided for herein are cumulative and not exclusive of any remedies provided at law or in equity. The Borrowers agree that in the event that the Borrowers fail to perform, observe or discharge any of its Obligations or liabilities under this Agreement or any other agreements with Lender, no remedy of law will provide adequate relief to Lender, and further agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

Section 12. MISCELLANEOUS

12.1 Obligations Absolute. None of the following shall affect the Obligations of the Borrowers to Lender under this Agreement or Lender's rights with respect to the Collateral:

- (a) acceptance or retention by Lender of other property or any interest in property as security for the Obligations;
- (b) release by Lender of any Borrower, any of the Guarantors, or of all or any part of the Collateral or of any party liable with respect to the Obligations;
- (c) release, extension, renewal, modification or substitution by Lender of any Note, or any note evidencing any of the Obligations, or the compromise of the liability of any of the Guarantors of the Obligations; or
- (d) failure of Lender to resort to any other security or to pursue any Borrower or any other obligor liable for any of the Obligations before resorting to remedies against the Collateral.

12.2 Entire Agreement. This Agreement and the other Loan Documents (i) are valid, binding and enforceable against the Borrowers and Lender in accordance with their respective provisions and no conditions exist as to their legal effectiveness; (ii) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof; and (iii) are the final expression of the intentions of the Borrowers and Lender. No promises, either expressed or implied, exist between the Borrowers and Lender, unless contained herein or therein. This Agreement, together with the other Loan Documents, supersedes all negotiations, representations, warranties, commitments, term sheets, discussions, negotiations, offers or

contracts (of any kind or nature, whether oral or written) prior to or contemporaneous with the execution hereof with respect to any matter, directly or indirectly related to the terms of this Agreement and the other Loan Documents. This Agreement and the other Loan Documents are the result of negotiations among Lender, the Borrowers and the other parties thereto, and have been reviewed (or have had the opportunity to be reviewed) by counsel to all such parties, and are the products of all parties. Accordingly, this Agreement and the other Loan Documents shall not be construed more strictly against Lender merely because of Lender's involvement in their preparation.

12.3 Amendments; Waivers. No delay on the part of Lender in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents shall in any event be effective unless the same shall be in writing and acknowledged by Lender, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.4 WAIVER OF DEFENSES. EACH BORROWER, ON BEHALF OF ITSELF AND ANY GUARANTOR OF ANY OF THE OBLIGATIONS, WAIVES EVERY PRESENT AND FUTURE DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH SUCH BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT. PROVIDED LENDER ACTS IN GOOD FAITH, EACH BORROWER RATIFIES AND CONFIRMS WHATEVER LENDER MAY DO PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWERS.

12.5 FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF MISSOURI OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. THE BORROWERS HEREBY EXPRESSLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF MISSOURI AND OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE BORROWERS FURTHER IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF MISSOURI. BORROWERS HEREBY EXPRESSLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

12.6 WAIVER OF JURY TRIAL. LENDER AND BORROWERS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR

DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH LENDER AND THE BORROWERS ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWERS.

12.7 Assignability. Lender may at any time assign Lender's rights in this Agreement, the other Loan Documents, the Obligations, or any part thereof and transfer Lender's rights in any or all of the Collateral, and Lender thereafter shall be relieved from all liability with respect to such Collateral. In addition, Lender may at any time sell one or more participations in the Loans. The Borrowers may not sell or assign this Agreement, or any other agreement with Lender or any portion thereof, either voluntarily or by operation of law, without the prior written consent of Lender. This Agreement shall be binding upon Lender and the Borrowers and their respective legal representatives and successors. All references herein to the Borrower or Borrowers shall be deemed to include any successors, whether immediate or remote.

12.8 Confirmations. The Borrowers and Lender agree from time to time, upon written request received by it from the other, to confirm to the other in writing the aggregate unpaid principal amount of the Loans then outstanding under the Notes.

12.9 Confidentiality. Lender agrees to use commercially reasonable efforts (equivalent to the efforts Lender applies to maintain the confidentiality of its own confidential information) to maintain as confidential all information provided to it by the Borrowers and designated as confidential, except that Lender may disclose such information (a) to Persons employed or engaged by Lender in evaluating, approving, structuring or administering the Loans; (b) to any assignee or participant or potential assignee or participant that has agreed to comply with the covenant contained in this Section 13.9 (and any such assignee or participant or potential assignee or participant may disclose such information to Persons employed or engaged by them as described in clause (a) above); (c) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or as reasonably believed by Lender to be compelled by any court decree, subpoena or legal or administrative order or process; (d) as, on the advice of Lender's counsel, is required by law; (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Lender is a party; (f) to any nationally recognized rating agency that requires access to information about Lender's investment portfolio in connection with ratings issued with respect to Lender; or (g) that ceases to be confidential through no fault of Lender.

12.10 Binding Effect. This Agreement shall become effective upon execution by the Borrowers and Lender. If this Agreement is not dated or contains any blanks when executed by the Borrowers, Lender is hereby authorized, without notice to the Borrowers, to date this Agreement as of the date when it was executed by the Borrowers, and to complete any such blanks according to the terms upon which this Agreement is executed.

12.11 Governing Law. This Agreement, the Loan Documents and any Note shall be delivered and accepted in and shall be deemed to be contracts made under and governed by the internal laws of the

State of Missouri (but giving effect to federal laws applicable to national banks) applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

12.12 Enforceability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12.13 Survival of Borrower's Representations. All covenants, agreements, representations and warranties made by the Borrowers herein shall, notwithstanding any investigation by Lender, be deemed material and relied upon by Lender and shall survive the making and execution of this Agreement and the Loan Documents and the issuance of any Note, and shall be deemed to be continuing representations and warranties until such time as the Borrowers have fulfilled all of their Obligations to Lender, and Lender has been indefeasibly paid in full in cash. Lender, in extending financial accommodations to the Borrowers, is expressly acting and relying on the aforesaid representations and warranties.

12.14 Extensions of Lender's Commitment. This Agreement shall secure and govern the terms of (i) any extensions or renewals of Lender's commitment hereunder, and (ii) any replacement note executed by the Borrowers and accepted by Lender in its sole and absolute discretion in substitution for any Note.

12.15 Time of Essence. Time is of the essence in making payments of all amounts due Lender under this Agreement and in the performance and observance by the Borrowers of each covenant, agreement, provision and term of this Agreement.

12.16 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals thereof.

12.17 Notices. Except as otherwise provided herein, the Borrowers waive all notices and demands in connection with the enforcement of Lender's rights hereunder. All notices, requests, demands and other communications provided for hereunder shall be in writing and addressed as follows:

If to the Borrowers:

Express Grain Terminals, LLC
P.O. Box 189
Sidon, Mississippi 38954
Attention: John Coleman

Express Processing, LLC
P.O. Box 189
Sidon, Mississippi 38954
Attention: John Coleman

Express Biodiesel, LLC
2015 River Road Ext.
Greenwood, Mississippi 38930
Attention: John Coleman

with a copy to: Whittington Brock & Swayze, P.A.
308 Fulton Street
Greenwood, Mississippi 38930
Attention: Charles J. Swayze III, Esq.

If to Lender: UMB Bank, N.A.
1670 Broadway
Denver, Colorado 80202
Attention: Mark A. Reinert, Senior Vice President

with a copy to: Spencer Fane LLP
1North Brentwood Boulevard
Suite 1000
St. Louis, Missouri 63105
Attention: Sherry K. Dreisewerd, Esq.

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this subsection. All notices addressed as above shall be deemed to have been properly given (i) if served in person, upon acceptance or refusal of delivery; (ii) if mailed by certified or registered mail, return receipt requested, postage prepaid, on the third (3rd) day following the day such notice is deposited in the U.S. Mail; or (iii) if sent by recognized overnight courier, on the first (1st) day following the day such notice is delivered to such carrier. No notice to or demand on the Borrowers in any case shall entitle the Borrowers to any other or further notice or demand in similar or other circumstances.

12.18 Release of Claims Against Lender. In consideration of Lender making the Loans, the Borrowers and all other Obligors do each hereby release and discharge Lender of and from any and all claims, harm, injury, and damage of any and every kind, known or unknown, legal or equitable, which any Obligor may have against Lender from the date of their respective first contact with Lender until the date of this Agreement including, but not limited to, any claim arising from (i) any reports (environmental reports, surveys, appraisals, etc.) prepared by any parties hired or recommended by Lender, and (ii) the Loans and this Agreement, including, without limitation, Lender's administration of same, and any other actions taken pursuant to the Loan Agreement or under any other documents or instruments evidencing loans made by Lender to the Borrowers, except to the extent such claims, harm, injury or damage are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct. The Borrowers and all other Obligors confirm to Lender that they have reviewed the effect of this release with competent legal counsel of their choice, or have been afforded the opportunity to do so, prior to execution of this Agreement and the Loan Documents and do each acknowledge and agree that Lender is relying upon this release in extending the Loans to the Borrowers.

12.19 Costs, Fees and Expenses. The Borrowers shall pay or reimburse Lender for all reasonable costs, fees and expenses incurred by Lender or for which Lender becomes obligated in connection with the negotiation, preparation, consummation, collection of the Obligations or enforcement of this Agreement,

the other Loan Documents and all other documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including any amendment, supplement or waiver to any Loan Document), or during any workout, restructuring or negotiations in respect thereof, including, without limitation, reasonable consultants' fees and attorneys' fees and time charges of counsel to Lender, which shall also include attorneys' fees and time charges of attorneys who may be employees of Lender or any Affiliate of Lender, plus costs and expenses of such attorneys or of Lender; search fees, costs and expenses; and all taxes payable in connection with this Agreement or the other Loan Documents, whether or not the transaction contemplated hereby shall be consummated. In furtherance of the foregoing, the Borrowers shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Agreement, any Note and the other Loan Documents to be delivered hereunder, and agrees to save and hold Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses. That portion of the Obligations consisting of costs, expenses or advances to be reimbursed by the Borrower to Lender pursuant to this Agreement or the other Loan Documents which are not paid on or prior to the date hereof shall be payable by the Borrowers to Lender on demand. If at any time or times hereafter Lender: (a) employs counsel for advice or other representation (i) with respect to this Agreement or the other Loan Documents, (ii) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend, or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit, or proceeding (whether instituted by Lender, the Borrower, or any other Person) in any way or respect relating to this Agreement, the other Loan Documents or the Borrowers' business or affairs, or (iii) to enforce any rights of Lender against the Borrower or any other Person that may be obligated to Lender by virtue of this Agreement or the other Loan Documents; (b) takes any action to protect, collect, sell, liquidate, or otherwise dispose of any of the Collateral; and/or (c) attempts to or enforces any of Lender's rights or remedies under the Agreement or the other Loan Documents, the costs and expenses incurred by Lender in any manner or way with respect to the foregoing, shall be part of the Obligations, payable by the Borrowers to Lender on demand.

12.20 Indemnification. The Borrowers agree to defend (with counsel satisfactory to Lender), protect, indemnify, exonerate and hold harmless each Indemnified Party from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereto, which shall also include, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of any Indemnified Party), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities laws, Environmental Laws, commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Agreement or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Agreement and the Loan Documents, including, but not limited to, the making or issuance and management of the Loans, the use or intended use of the proceeds of the Loans, the enforcement of Lender's rights and remedies under this Agreement, the Loan Documents, any Note, any other instruments and documents delivered hereunder, or under any other agreement between the Borrower and Lender; provided, however, that the Borrower shall not have any obligations hereunder to any Indemnified Party with respect to matters determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Borrowers shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to each Indemnified Party on

demand, and failing prompt payment, together with interest thereon at the Default Rate from the date incurred by each Indemnified Party until paid by the Borrowers, shall be added to the Obligations of the Borrower and be secured by the Collateral. The provisions of this Section shall survive the satisfaction and payment of the other Obligations and the termination of this Agreement.

12.21 Revival and Reinstatement of Obligations. If the incurrence or payment of the Obligations by any Obligor or the transfer to Lender of any property should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of Lender, the Obligations shall automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

12.22 Customer Identification – USA Patriot Act Notice. Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies the Borrowers, which information includes the name and address of the Borrowers and such other information that will allow Lender to identify the Borrowers in accordance with the USA Patriot Act.

12.23 Electronic Records. The Borrower acknowledges and agrees that this Agreement and each other Loan Document and all paper records related to the transaction with which the Loan Documents are part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of the Loan Documents may, at the option of Lender, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format of electronic storage medium. The Borrowers acknowledge and agree that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. The Borrowers waive any legal requirement that any documents digitally or electronically converted be embodied, stored or reproduced in a tangible media. The Borrowers agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, the Borrowers authorize and agree to destruction of the paper documents by Lender upon conversion of the paper documents to a digital or electronic record.

12.24 No Novation. This Agreement is an amendment to, and restatement of, but not a novation of, the Prior Loan Agreement. This Agreement does not constitute or effect a release of any lien, security interest or pledge securing the Obligations of Borrowers to Lender.

12.25 Other Documents and Provisions to Remain in Force. Except as amended, restated or otherwise modified as provided in this Agreement, the Prior Loan Agreement, all other Loan Documents and all Obligations incurred pursuant thereto shall remain in full force and effect and are in all respects hereby ratified and affirmed. Without limiting the generality of the foregoing, the Guarantors ratify and confirm the continuing validity of the Guaranty and reaffirm their respective obligations thereunder as security for the Obligations.

12.26 Statutory Notice. The following notice is given pursuant to Mo. Rev. Stat. §432.047:

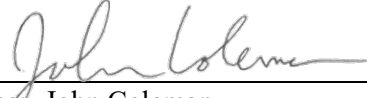
ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFOCING REPAYMENT OF A DEBT INCLUDNG PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORBEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWERS) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

[Signature pages follow.]


IN WITNESS WHEREOF, the Borrowers and Lender have executed this Fourth Amended and Restated Loan and Security Agreement as of the date first above written.

BORROWERS:


EXPRESS GRAIN TERMINALS, LLC,
a Mississippi limited liability company

By: 
Name: John Coleman
Title: Authorized Representative

EXPRESS PROCESSING, LLC,
a Mississippi limited liability company

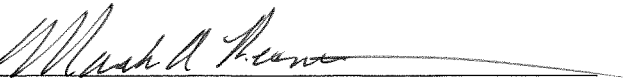
By: 
Name: John Coleman
Title: Managing Member

EXPRESS BIODIESEL, LLC,
a Mississippi limited liability company

By: 
Name: John Coleman
Title: Manager

IN WITNESS WHEREOF, the Borrower and Lender have executed this Fourth Amended and Restated Loan and Security Agreement as of the date first above written.

LENDER: **UMB BANK, N.A.**,
a national banking association

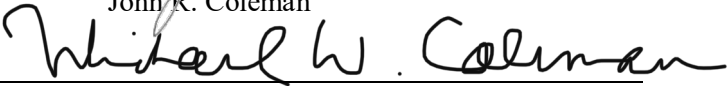
By: 
Name: Mark A. Reinert
Title: Senior Vice President

IN WITNESS WHEREOF, the Guarantors have executed this Fourth Amended and Restated Loan and Security Agreement as of the date first above written to acknowledge their consent to the terms hereof.

GUARANTORS:



John R. Coleman



Michael W. Coleman

SCHEDULE 7.7

Intellectual Property

*Fourth Amended and Restated Loan and Security
Agreement
Express Grain Terminals, LLC, et al.*

SCHEDULE 7.9

Litigation and Contingent Liabilities

*Fourth Amended and Restated Loan and Security
Agreement
Express Grain Terminals, LLC, et al.*

SCHEDULE 7.21

Bank Accounts

Bank accounts of Express Grain Terminals, LLC, Express Biodiesel, LLC
and Express Processing, LLC

<u>Bank</u>	<u>Type of Account</u>	<u>Last 4 Digits of Account No.</u>
UMB Bank, N.A.	Checking	0048 - EGT
UMB Bank, N.A.	Checking	0161 - EGT
Bank Plus	Checking	4604 - EGT
US Bank	NMTC Reserve	8390 - EGT
US Bank	NMTC Reserve	7941 - EGT
US Bank	NMTC Reserve	7958 - EGT
US Bank	NMTC Reserve	7966 - EGT
US Bank	NMTC Reserve	7974 - EGT
SunTrust Bank	NMTC Reserve	1431 - EGT
UMB Bank	NMTC Reserve	1052 - EB
U.S. Bank	NMTC Reserve	8374 - EP
SunTrust Bank	NMTC Reserve	1373 - EB
SunTrust Bank	NMTC Reserve	1555 - EB
SunTrust Bank	NMTC Reserve	1563 - EB

SCHEDULE 7.22

Places of Business and Locations of Collateral

1. Sidon - 23248 County Road 512, Sidon, MS 38954
2. Greenwood - 2015 River Road Ext., Greenwood, MS 38930
3. Minter City - 2820 County Road 26, Minter City, MS 38944

SCHEDULE 9.1

Other Debt

1. Lien of Deed of Trust from Express Grain Terminals, LLC to AMCREF Fund 34, LLC securing an indebtedness in the principal amount of \$9,200,000.00 and affecting the Greenwood and Sidon properties
2. Lien of Deed of Trust from Express Grain Terminals, LLC to Rustic Ventures, L.L.C. securing an indebtedness in the principal amount of \$5,880,000.00 and affecting the Greenwood and Sidon properties
3. UCC - 1 Financing Statement, together with a UCC Financing Statement Addendum, showing Express Grain Terminals, LLC as the debtor and AMCREF Fund 34, LLC and Rustic Ventures, L.L.C. as the secured parties
4. John Deere - 8659 - Skid Steer - \$7805.59
5. John Deere - 6132 - Wheel Loader - \$14,715
6. John Deere - 7238 - Wheel Loader - \$19,620
7. Caterpillar - 2358 - Wheel Loader - \$118,878
8. Chase Auto - 5644 - Truck - \$20,894
9. Bank Plus - 4084 - Truck - \$29,080

SCHEDULE 9.2

Permitted Liens

1. See Schedule 9.1

**FIRST AMENDMENT TO
FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the “Amendment”) is dated as of February __, 2021 (the “Effective Date”), by and among **EXPRESS GRAIN TERMINALS, LLC**, a Mississippi limited liability company, having an address of P.O. Box 189, Sidon, Mississippi 38954 (“EGT”); **EXPRESS BIODIESEL, LLC**, a Mississippi limited liability company, having an address of 2015 River Road Ext., Greenwood, Mississippi 38930 (“EB”); and **EXPRESS PROCESSING, LLC**, a Mississippi limited liability company, P.O. Box 189, Sidon, Mississippi 38954 (“EP”), jointly and severally as borrower, and with their respective successors and assigns permitted under the Loan Documents, the “Borrowers”; and “Borrower” shall mean any one of them), having a principal place of business at 23248 County Road 512, Sidon, Mississippi 38954; **JOHN R. COLEMAN** (“J. Coleman”), an individual having a primary residence address of 205 Riverside Drive, Greenwood, Mississippi 38930; **MICHAEL W. COLEMAN** (“M. Coleman”), an individual having a primary residence of 57465 County Road 559, Greenwood, Mississippi 38930 (J. Coleman and M. Coleman are referred to collectively as the “Guarantors”, and each individually as a “Guarantor”; Borrowers and Guarantors are referred to collectively as the “Loan Parties”), and **UMB BANK, N.A.**, a national banking association, having an address of 1670 Broadway, Denver Colorado 80202 (together with its successors and assigns, the “Lender”).

RECITALS:

The following recitals are a material part of this Amendment:

A. Borrowers and Lender are parties to a certain Fourth Amended and Restated Loan and Security Agreement having an effective date of December 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lender made available to Borrowers a Revolving Loan Facility in the current maximum principal amount of \$40,000,000.00, and a Term Loan in the original maximum principal amount of \$35,000,000.00.

B. Borrowers have informed Lender that EGT intends to move its Commodity Account from RJ O’Brien & Associates, LLC to ADM Investor Services, Inc.. Borrowers have requested Lender’s consent thereto, and Lender is willing to so consent on the terms hereinafter provided.

C. The Loan Parties and Lender have agreed to modify the Loan Agreement on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements, promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties and Lender hereby agree to amend the Loan Agreement as follows:

1. Defined Terms. Each capitalized term that is not defined in this Amendment shall have the meaning ascribed to such term in the Loan Agreement

2. Amendments to the Loan Agreement. The Loan Agreement is hereby amended as follows:

2.1 The following definition is hereby added to Section 1.1 of the Loan Agreement in alphabetical order:

“ADMIS’ means ADM Investor Services, Inc., a Delaware corporation.”

2.2 The definition of “Commodity Account” in Section 1.1 of the Loan Agreement is hereby deleted and replaced with the following definition:

“Commodity Account’ and ‘Commodity Accounts’ mean, respectively, one or more segregated, regulated hedging accounts for all of EGT’s hedging by means of trading in commodity futures contracts with ADMIS or another brokerage firm approved in writing by Lender, and any agricultural commodity swaps.”

2.3 The definition of “Commodity Account Pledge Agreement” in Section 1.1 of the Loan Agreement is hereby deleted and replaced with the following definition:

“Commodity Account Pledge Agreement’ means that certain Security Agreement and Assignment of Hedging Account dated as of February 2, 2021, executed among EGT, Lender and ADMIS, providing for the pledge of the Commodity Account to Lender as Collateral for the Obligations, and all amendments, restatements, supplements and other modifications thereof from time to time.”

2.4 The definition of “RJ O’Brien” in Section 1.1 of the Loan Agreement is hereby deleted.

2.5 The references to “RJ O’Brien” in Sections 8.14 and 12.5(g) of the Loan Agreement are hereby deleted and replaced with “ADMIS”.

3. Agreements of Borrowers. Borrowers hereby agree to transfer, or cause to be transferred, by wire transfer of immediately available funds, all funds currently on deposit in the RJ O’Brien Commodity Accounts that are transferrable or withdrawable out of said accounts to the Commodity Accounts at ADMIS which are identified in the Commodity Account Pledge Agreement, and to provide written wire transfer confirmation to Lender immediately upon completion of said transfer. Upon completion of said transfer, Borrower shall no longer use RJ O’Brien for the purpose of making any hedging transactions, and shall use ADMIS as its sole and exclusive broker for all hedging transactions.

4. Agreements of Lender. Subject to Borrowers’ agreements set forth in this Amendment, and the satisfaction of the conditions to the effectiveness of this Amendment, Lender hereby consents to EGT closing or otherwise discontinuing the use of each Commodity Account with RJ O’Brien and transferring all funds that are transferrable or withdrawable out of said accounts to the Commodity Accounts at ADMIS that are identified in the Commodity Account Pledge Agreement. Lender will take all steps reasonably requested by Borrowers to facilitate the transfer of funds in the Commodity Accounts at RJ O’Brien to the Commodity Accounts at ADMIS, including the filing of any UCC financing statement amendments or termination statements with respect to any financing statements covering the Commodity

Accounts at RJ O'Brien.

5. Conditions to Effectiveness of this Amendment. In addition to confirmation to Lender's satisfaction that all conditions precedent and documents required under Section 3 the Loan Agreement remain fulfilled and complete, the effectiveness of this Amendment is subject to the following conditions precedent:

5.1 Lender shall have received the following documents, which must be in form and substance satisfactory to Lender:

5.1.1 a Solvency Certificate executed by Borrowers in form prepared by and acceptable to Lender;

5.1.2 an original of this Amendment executed by each of the Loan Parties;

5.1.3 an original Commodity Account Pledge Agreement executed by EGT, ADMIS and Lender concerning Commodity Account Nos. ■■■0300, ■0301, ■0302, ■0303, ■0304, and ■0305 held at ADMIS, in form and substance acceptable to Lender, dated on or about even date with this Amendment;

5.1.4 Uniform Commercial Code, judgment, tax lien and such other searches of public records as Lender may require with respect to the Loan Parties and the Collateral, which shall be satisfactory to Lender;

5.1.5 such other documents, instruments, approvals (and, if required by Lender, certified duplicates of executed copies thereof) and opinions as Lender may reasonably request.

5.2 The Loan Parties hereby certify that as of the Effective Date of this Amendment, the following statements are true and correct:

5.2.1 the Articles of Organization and Operating Agreement of each Borrower that were previously delivered to Lender on or about May 7, 2018 (collectively, the "Organizational Documents") are in full force and effect as of the Effective Date of this Amendment, and there has been no change in the Organizational Documents since such date;

5.2.2 to the best of Borrowers' information, knowledge, and belief, each of the representations, warranties, covenants, and agreements of Borrowers as set forth in the Loan Documents are true today, to the same extent as if made today, and are incorporated herein by reference as though more fully set out; and

5.2.3 to the best of Borrowers' information, knowledge, and belief, Borrowers are in compliance with all of the covenants and agreements of Borrowers set forth in the Loan Documents, and there exists no Event of Default or Unmatured Event of Default.

5.2.4 the Loan Parties have no defenses, set-offs, or counterclaim of any kind or nature whatsoever against Lender with respect to the Loan Documents or obligations thereunder, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien, or collateral in connection therewith to secure the outstanding indebtedness under the Loans.

6. Release and Indemnification. In consideration of the agreement of Lender to modify the terms of the Loan Agreement as set forth in this Amendment, the Loan Parties hereby release, discharge and acquit forever Lender and its affiliates and participants and any of its or their officers, directors, servants, agents, employees and attorneys, past and present, from any and all claims, demands and causes of action, of whatever nature, whether in contract or tort, accrued or to accrue, contingent or vested, known or unknown, arising out of or relating to the Loans and the Loan Agreement, as hereby amended, or Lender's administration of same, or any other actions taken pursuant to the Loan Agreement or under any other documents or instruments evidencing loans made by Lender to the Borrowers, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct; provided, however, that the foregoing release and the following indemnity relate only to the actions or inactions of Lender and its affiliates and participants through the date hereof. The Loan Parties hereby further indemnify and hold Lender and its affiliates and participants, and all officers, directors, servants, agents, employees and attorneys of Lender and its affiliates and participants, past or present, harmless from any and all such claims, demands and causes of action by the Loan Parties, or anyone claiming by, through or under the Loan Parties, said indemnity to cover all losses and expenses incurred by Lender and its affiliates and participants, its or their officers, directors, servants, agents, employees or attorneys, past or present, in connection with any such claims, demands or causes of action, including all reasonable outside attorneys fees and costs, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct.

7. References. From and after the Effective Date, all references in the Loan Documents to the Loan Agreement shall be deemed to refer to the Loan Agreement as amended by this Amendment, and all references in the Loan Documents to any other defined term amended by this Amendment shall be deemed to refer to such term as so amended.

8. Other Documents/Provisions to Remain in Force. Except as amended hereby, the Loan Agreement and all documents and instruments executed in connection therewith or contemplated thereby and all indebtedness incurred pursuant thereto shall remain in full force and effect and are in all respects hereby ratified and affirmed. Without limiting the generality of the foregoing, the Guarantors hereby ratify and confirm the continuing validity of each and every term of the Guaranty.

9. Amendment. This Amendment will not be amended or modified in any way except by a written instrument executed by each of the parties.

10. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Counterparts. This Amendment may be executed in any number of counterparts, each of

which shall constitute one and the same document.

12. Incorporation by Reference. The Loan Agreement and all exhibits thereto are incorporated into this Amendment by this reference.

13. Choice of Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Missouri.

14. Entire Agreement. This Amendment constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations with respect to the matters not stated in this Amendment. This instrument is not intended to have legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to its effectiveness have been satisfied.

15. Statutory Notice. The following notice is provided pursuant to Section 432.047, R.S.Mo. As used herein, “creditor” means Lender, “borrower” means the Loan Parties, and “this writing” means this Amendment, the Loan Agreement and all the other Loan Documents. **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this First Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

BORROWERS:

EXPRESS GRAIN TERMINALS, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Member

By: Michael W. Coleman
Name: Michal W. Coleman
Title: Member

EXPRESS PROCESSING, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Member

By: Michael W. Coleman
Name: Michael W. Coleman
Title: Member

EXPRESS BIODIESEL, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Manager

By: Express Grain Terminals LLC,
a Mississippi limited liability company, its sole
member

By: John Coleman
Name: John R. Coleman
Title: Member


By: Michael W. Coleman
Name: Michal W. Coleman
Title: Member

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this First Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

GUARANTORS:



John R. Coleman



Michael W. Coleman

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this First Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

LENDER:

UMB BANK, N.A.,
a national banking association

By: Mark A Reinert
Name: Mark A. Reinert
Title: Senior Vice President

**SECOND AMENDMENT TO
FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the “Amendment”) is dated as of April 30, 2021 (the “Effective Date”), by and among **EXPRESS GRAIN TERMINALS, LLC**, a Mississippi limited liability company, having an address of P.O. Box 189, Sidon, Mississippi 38954 (“EGT”); **EXPRESS BIODIESEL, LLC**, a Mississippi limited liability company, having an address of 2015 River Road Ext., Greenwood, Mississippi 38930 (“EB”); and **EXPRESS PROCESSING, LLC**, a Mississippi limited liability company, P.O. Box 189, Sidon, Mississippi 38954 (“EP”), jointly and severally as borrower, and with their respective successors and assigns permitted under the Loan Documents, the “Borrowers”; and “Borrower” shall mean any one of them), having a principal place of business at 23248 County Road 512, Sidon, Mississippi 38954; **JOHN R. COLEMAN** (“J. Coleman”), an individual having a primary residence address of 205 Riverside Drive, Greenwood, Mississippi 38930; **MICHAEL W. COLEMAN** (“M. Coleman”), an individual having a primary residence of 57465 County Road 559, Greenwood, Mississippi 38930 (J. Coleman and M. Coleman are referred to collectively as the “Guarantors”, and each individually as a “Guarantor”; Borrowers and Guarantors are referred to collectively as the “Loan Parties”), and **UMB BANK, N.A.**, a national banking association, having an address of 1670 Broadway, Denver Colorado 80202 (together with its successors and assigns, the “Lender”).

RECITALS:

The following recitals are a material part of this Amendment:

A. Borrowers and Lender are parties to a certain Fourth Amended and Restated Loan and Security Agreement having an effective date of December 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, and most recently by that certain First Amendment to Fourth Amended and Restated Loan and Security Agreement executed on or about February 3, 2021, the “Loan Agreement”), pursuant to which Lender made available to Borrowers a Revolving Loan Facility in the current maximum principal amount of \$40,000,000.00, and a Term Loan in the original maximum principal amount of \$35,000,000.00.

B. Borrowers have requested that Lender maintain the Revolving Loan Commitment at \$40,000,000 through May 31, 2021, increase the maximum Eligible Net Purchase Contract Equity permitted under the Borrowing Base, and make certain other changes to the Loan Agreement.

C. The Loan Parties and Lender have agreed to modify the Loan Agreement on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements, promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties and Lender hereby agree to amend the Loan Agreement as follows:

1. Defined Terms. Each capitalized term that is not defined in this Amendment shall have the meaning ascribed to such term in the Loan Agreement

2. Amendments to the Loan Agreement. The Loan Agreement is hereby amended as follows:

2.1 The definition of “Borrowing Base Amount” in Section 1.1 of the Loan Agreement is hereby amended so as to delete paragraph (I) thereof and replace it with the following:

75% of Eligible Net Purchase Contract Equity, not to exceed Ten Million and 00/100 Dollars (\$10,000,000) of the Borrowing Base Amount; provided, however, that if Eligible Net Purchase Contract Equity is negative, 100% of such Eligible Net Purchase Contract Equity shall be deducted from the Borrowing Base Amount;

In all other respects, the definition of Borrowing Base Amount shall remain unchanged.

2.2. The definition of “Revolving Loan Commitment” in Section 1.1 of the Loan Agreement is hereby deleted and replaced with the following definition:

“Revolving Loan Commitment” means the maximum principal amount of the Revolving Loan Facility, which shall initially be Forty Million and 00/100 Dollars (\$40,000,000), and shall be subject to automatic seasonal adjustments without further notice to Borrowers, as follows: (i) Forty Million and 00/100 Dollars (\$40,000,000) from the Effective Date through May 31, 2021; (ii) Twenty-Five Million and 00/100 Dollars (\$25,000,000) from June 1 through August 15, 2021; and (iv); Forty Million and 00/100 Dollars (\$40,000,000) from August 16, 2021 through the Revolving Loan Maturity Date. **Notwithstanding the forgoing, Lender may, in its sole discretion, Unconditionally Cancel the Revolving Loan Commitment that would otherwise be available to Borrower. If Lender elects to Unconditionally Cancel, Lender’s commitment to lend under the Revolving Loan Commitment shall be terminated and all monies outstanding under the Revolving Loan Commitment may become immediately due and payable upon demand by Lender.”**

3. Conditions to Effectiveness of this Amendment. In addition to confirmation to Lender's satisfaction that all conditions precedent and documents required under Section 3 the Loan Agreement remain fulfilled and complete, the effectiveness of this Amendment is subject to the following conditions precedent:

3.1 Lender shall have received the following documents, which must be in form and substance satisfactory to Lender:

3.1.1 a Solvency Certificate executed by Borrowers in form prepared by and acceptable to Lender;

3.1.2 an original of this Amendment executed by each of the Loan Parties;

3.1.3 an original Commodity Account Pledge Agreement executed by EGT,

ADMIS and Lender concerning Commodity Account Nos. [REDACTED]0300, [REDACTED]0301, [REDACTED]0302, [REDACTED]0303, [REDACTED]0304, and [REDACTED]0305 held at ADMIS, in form and substance acceptable to Lender, dated on or about even date with this Amendment;

3.1.4 Uniform Commercial Code, judgment, tax lien and such other searches of public records as Lender may require with respect to the Loan Parties and the Collateral, which shall be satisfactory to Lender;

3.1.5 such other documents, instruments, approvals (and, if required by Lender, certified duplicates of executed copies thereof) and opinions as Lender may reasonably request.

3.2 The Loan Parties hereby certify that as of the Effective Date of this Amendment, the following statements are true and correct:

3.2.1 the Articles of Organization and Operating Agreement of each Borrower that were previously delivered to Lender on or about May 7, 2018 (collectively, the "Organizational Documents") are in full force and effect as of the Effective Date of this Amendment, and there has been no change in the Organizational Documents since such date;

3.2.2 to the best of Borrowers' information, knowledge, and belief, each of the representations, warranties, covenants, and agreements of Borrowers as set forth in the Loan Documents are true today, to the same extent as if made today, and are incorporated herein by reference as though more fully set out; and

3.2.3 to the best of Borrowers' information, knowledge, and belief, Borrowers are in compliance with all of the covenants and agreements of Borrowers set forth in the Loan Documents, and there exists no Event of Default or Unmatured Event of Default.

3.2.4 the Loan Parties have no defenses, set-offs, or counterclaim of any kind or nature whatsoever against Lender with respect to the Loan Documents or obligations thereunder, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien, or collateral in connection therewith to secure the outstanding indebtedness under the Loans.

4. Release and Indemnification. In consideration of the agreement of Lender to modify the terms of the Loan Agreement as set forth in this Amendment, the Loan Parties hereby release, discharge and acquit forever Lender and its affiliates and participants and any of its or their officers, directors, servants, agents, employees and attorneys, past and present, from any and all claims, demands and causes of action, of whatever nature, whether in contract or tort, accrued or to accrue, contingent or vested, known or unknown, arising out of or relating to the Loans and the Loan Agreement, as hereby amended, or Lender's administration of same, or any other actions taken pursuant to the Loan Agreement or under any other documents or instruments evidencing loans made by Lender to the Borrowers, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct; provided,

however, that the foregoing release and the following indemnity relate only to the actions or inactions of Lender and its affiliates and participants through the date hereof. The Loan Parties hereby further indemnify and hold Lender and its affiliates and participants, and all officers, directors, servants, agents, employees and attorneys of Lender and its affiliates and participants, past or present, harmless from any and all such claims, demands and causes of action by the Loan Parties, or anyone claiming by, through or under the Loan Parties, said indemnity to cover all losses and expenses incurred by Lender and its affiliates and participants, its or their officers, directors, servants, agents, employees or attorneys, past or present, in connection with any such claims, demands or causes of action, including all reasonable outside attorneys fees and costs, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct.

5. References. From and after the Effective Date, all references in the Loan Documents to the Loan Agreement shall be deemed to refer to the Loan Agreement as amended by this Amendment, and all references in the Loan Documents to any other defined term amended by this Amendment shall be deemed to refer to such term as so amended.

6. Other Documents/Provisions to Remain in Force. Except as amended hereby, the Loan Agreement and all documents and instruments executed in connection therewith or contemplated thereby and all indebtedness incurred pursuant thereto shall remain in full force and effect and are in all respects hereby ratified and affirmed. Without limiting the generality of the foregoing, the Guarantors hereby ratify and confirm the continuing validity of each and every term of the Guaranty.

7. Amendment. This Amendment will not be amended or modified in any way except by a written instrument executed by each of the parties.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same document.

10. Incorporation by Reference. The Loan Agreement and all exhibits thereto are incorporated into this Amendment by this reference.

11. Choice of Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Missouri.

12. Entire Agreement. This Amendment constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations with respect to the matters not stated in this Amendment. This instrument is not intended to have legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to its effectiveness have been satisfied.

13. Statutory Notice. The following notice is provided pursuant to Section 432.047, R.S.Mo. As used herein, "creditor" means Lender, "borrower" means the Loan Parties, and "this writing"

means this Amendment, the Loan Agreement and all the other Loan Documents. **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Second Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

BORROWERS:

EXPRESS GRAIN TERMINALS, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Member

By: Michael W. Coleman
Name: Michal W. Coleman
Title: Member

EXPRESS PROCESSING, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Member

By: Michael W. Coleman
Name: Michael W. Coleman
Title: Member

EXPRESS BIODIESEL, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Manager

By: Express Grain Terminals LLC,
a Mississippi limited liability company, its sole
member

By: John Coleman
Name: John R. Coleman
Title: Member


By: Michael W. Coleman
Name: Michal W. Coleman
Title: Member

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Second Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

GUARANTORS:




John R. Coleman



Michael W. Coleman

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Second Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

LENDER: UMB BANK, N.A.,
a national banking association

By: 
Name: Michael LaPlant
Title: Senior Vice President

**THIRD AMENDMENT TO
FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the “Amendment”) is dated as of May 31, 2021 (the “Effective Date”), by and among **EXPRESS GRAIN TERMINALS, LLC**, a Mississippi limited liability company, having an address of P.O. Box 189, Sidon, Mississippi 38954 (“EGT”); **EXPRESS BIODIESEL, LLC**, a Mississippi limited liability company, having an address of 2015 River Road Ext., Greenwood, Mississippi 38930 (“EB”); and **EXPRESS PROCESSING, LLC**, a Mississippi limited liability company, P.O. Box 189, Sidon, Mississippi 38954 (“EP”), jointly and severally as borrower, and with their respective successors and assigns permitted under the Loan Documents, the “Borrowers”; and “Borrower” shall mean any one of them), having a principal place of business at 23248 County Road 512, Sidon, Mississippi 38954; **JOHN R. COLEMAN** (“J. Coleman”), an individual having a primary residence address of 205 Riverside Drive, Greenwood, Mississippi 38930; **MICHAEL W. COLEMAN** (“M. Coleman”), an individual having a primary residence of 57465 County Road 559, Greenwood, Mississippi 38930 (J. Coleman and M. Coleman are referred to collectively as the “Guarantors”, and each individually as a “Guarantor”; Borrowers and Guarantors are referred to collectively as the “Loan Parties”), and **UMB BANK, N.A.**, a national banking association, having an address of 1670 Broadway, Denver Colorado 80202 (together with its successors and assigns, the “Lender”).

RECITALS:

The following recitals are a material part of this Amendment:

A. Borrowers and Lender are parties to a certain Fourth Amended and Restated Loan and Security Agreement having an effective date of December 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, and most recently by that certain Second Amendment to Fourth Amended and Restated Loan and Security Agreement dated as of April 30, 2021, the “Loan Agreement”), pursuant to which Lender made available to Borrowers a Revolving Loan Facility in the current maximum principal amount of \$40,000,000.00, and a Term Loan in the original maximum principal amount of \$35,000,000.00.

B. Borrowers have requested that Lender maintain the Revolving Loan Commitment at \$40,000,000 through June 30, 2021 and make certain other changes to the Loan Agreement.

C. The Loan Parties and Lender have agreed to modify the Loan Agreement on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements, promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties and Lender hereby agree to amend the Loan Agreement as follows:

1. Defined Terms. Each capitalized term that is not defined in this Amendment shall have the meaning ascribed to such term in the Loan Agreement

2. Amendments to the Loan Agreement. The Loan Agreement is hereby amended so as to
*Third Amendment to Fourth Amended
and Restated Loan and Security Agreement
Express Grain Terminals, LLC*

delete the definition of “Revolving Loan Commitment” in Section 1.1 of the Loan Agreement and replace it with the following definition:

“Revolving Loan Commitment” means the maximum principal amount of the Revolving Loan Facility, which shall initially be Forty Million and 00/100 Dollars (\$40,000,000), and shall be subject to automatic seasonal adjustments without further notice to Borrowers, as follows: (i) Forty Million and 00/100 Dollars (\$40,000,000) from the Effective Date through June 30, 2021; (ii) Twenty-Five Million and 00/100 Dollars (\$25,000,000) from July 1 through August 15, 2021; and (iv); Forty Million and 00/100 Dollars (\$40,000,000) from August 16, 2021 through the Revolving Loan Maturity Date. **Notwithstanding the forgoing, Lender may, in its sole discretion, Unconditionally Cancel the Revolving Loan Commitment that would otherwise be available to Borrower. If Lender elects to Unconditionally Cancel, Lender’s commitment to lend under the Revolving Loan Commitment shall be terminated and all monies outstanding under the Revolving Loan Commitment may become immediately due and payable upon demand by Lender.”**

3. Conditions to Effectiveness of this Amendment. In addition to confirmation to Lender's satisfaction that all conditions precedent and documents required under Section 3 the Loan Agreement remain fulfilled and complete, the effectiveness of this Amendment is subject to the following conditions precedent:

3.1 Lender shall have received the following documents, which must be in form and substance satisfactory to Lender:

3.1.1 a Solvency Certificate executed by Borrowers in form prepared by and acceptable to Lender;

3.1.2 an original of this Amendment executed by each of the Loan Parties;

3.1.3 such other documents, instruments, approvals (and, if required by Lender, certified duplicates of executed copies thereof) and opinions as Lender may reasonably request.

3.2 The Loan Parties hereby certify that as of the Effective Date of this Amendment, the following statements are true and correct:

3.2.1 the Articles of Organization and Operating Agreement of each Borrower that were previously delivered to Lender on or about May 7, 2018 (collectively, the “Organizational Documents”) are in full force and effect as of the Effective Date of this Amendment, and there has been no change in the Organizational Documents since such date;

3.2.2 (a) each Borrower's execution of this Agreement is fully authorized pursuant to such Borrower's operating agreement; (b) the execution and performance of this Agreement by each Borrower will not conflict with, or result in a breach or violation of, any other agreement, law or order binding on it; (c) all necessary consents, votes, and other approvals required to make this Agreement binding and enforceable against each Borrower have been obtained; and (d) this Agreement represents a valid and binding contract of each Borrower, enforceable in accordance with its terms.

3.2.3 to the best of Borrowers' information, knowledge, and belief, each of the representations, warranties, covenants, and agreements of Borrowers as set forth in the Loan Documents are true today, to the same extent as if made today, and are incorporated herein by reference as though more fully set out; and

3.2.4 to the best of Borrowers' information, knowledge, and belief, Borrowers are in compliance with all of the covenants and agreements of Borrowers set forth in the Loan Documents, and there exists no Event of Default or Unmatured Event of Default.

3.2.5 the Loan Parties have no defenses, set-offs, or counterclaim of any kind or nature whatsoever against Lender with respect to the Loan Documents or obligations thereunder, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien, or collateral in connection therewith to secure the outstanding indebtedness under the Loans.

4. Release and Indemnification. In consideration of the agreement of Lender to modify the terms of the Loan Agreement as set forth in this Amendment, the Loan Parties hereby release, discharge and acquit forever Lender and its affiliates and participants and any of its or their officers, directors, servants, agents, employees and attorneys, past and present, from any and all claims, demands and causes of action, of whatever nature, whether in contract or tort, accrued or to accrue, contingent or vested, known or unknown, arising out of or relating to the Loans and the Loan Agreement, as hereby amended, or Lender's administration of same, or any other actions taken pursuant to the Loan Agreement or under any other documents or instruments evidencing loans made by Lender to the Borrowers, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct; provided, however, that the foregoing release and the following indemnity relate only to the actions or inactions of Lender and its affiliates and participants through the date hereof. The Loan Parties hereby further indemnify and hold Lender and its affiliates and participants, and all officers, directors, servants, agents, employees and attorneys of Lender and its affiliates and participants, past or present, harmless from any and all such claims, demands and causes of action by the Loan Parties, or anyone claiming by, through or under the Loan Parties, said indemnity to cover all losses and expenses incurred by Lender and its affiliates and participants, its or their officers, directors, servants, agents, employees or attorneys, past or present, in connection with any such claims, demands or causes of action, including all reasonable outside attorneys fees and costs, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct.

5. References. From and after the Effective Date, all references in the Loan Documents to the Loan Agreement shall be deemed to refer to the Loan Agreement as amended by this Amendment, and all references in the Loan Documents to any other defined term amended by this Amendment shall be deemed to refer to such term as so amended.

6. Other Documents/Provisions to Remain in Force. Except as amended hereby, the Loan Agreement and all documents and instruments executed in connection therewith or contemplated thereby and all indebtedness incurred pursuant thereto shall remain in full force and effect and are in all respects hereby ratified and affirmed. Without limiting the generality of the foregoing, the Guarantors hereby ratify and confirm the continuing validity of each and every term of the Guaranty.

7. Amendment. This Amendment will not be amended or modified in any way except by a written instrument executed by each of the parties.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same document.

10. Incorporation by Reference. The Loan Agreement and all exhibits thereto are incorporated into this Amendment by this reference.

11. Choice of Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Missouri.

12. Entire Agreement. This Amendment constitutes the entire agreement between the parties hereto, and there are no other agreements, understandings, warranties or representations with respect to the matters stated in this Amendment. This instrument is not intended to have legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to its effectiveness have been satisfied.

13. Statutory Notice. The following notice is provided pursuant to Section 432.047, R.S.Mo. As used herein, “creditor” means Lender, “borrower” means the Loan Parties, and “this writing” means this Amendment, the Loan Agreement and all the other Loan Documents. **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Third Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

BORROWERS:

EXPRESS GRAIN TERMINALS, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Member

By: Michael W. Coleman
Name: Michal W. Coleman
Title: Member

EXPRESS PROCESSING, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Member

By: Michael W. Coleman
Name: Michael W. Coleman
Title: Member

EXPRESS BIODIESEL, LLC,
a Mississippi limited liability company

By: John Coleman
Name: John R. Coleman
Title: Manager

By: Express Grain Terminals LLC,
a Mississippi limited liability company, its sole member

By: John Coleman
Name: John R. Coleman
Title: Member

By: Michael W. Coleman
Name: Michal W. Coleman
Title: Member

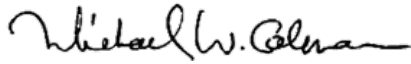
*Third Amendment to Fourth Amended
and Restated Loan and Security Agreement
Express Grain Terminals, LLC*

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Third Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

GUARANTORS:



John R. Coleman



Michael W. Coleman

*Third Amendment to Fourth Amended
and Restated Loan and Security Agreement
Express Grain Terminals, LLC*

Signature Page

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Third Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

LENDER: **UMB BANK, N.A.**,
a national banking association

By: _____
Name: Michael LaPlant
Title: Senior Vice President

**FOURTH AMENDMENT TO
FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

THIS FOURTH AMENDMENT TO FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the "Amendment") is dated as of June 30, 2021 (the "Effective Date"), by and among **EXPRESS GRAIN TERMINALS, LLC**, a Mississippi limited liability company, having an address of P.O. Box 189, Sidon, Mississippi 38954 ("EGT"); **EXPRESS BIODIESEL, LLC**, a Mississippi limited liability company, having an address of 2015 River Road Ext., Greenwood, Mississippi 38930 ("EB"); and **EXPRESS PROCESSING, LLC**, a Mississippi limited liability company, P.O. Box 189, Sidon, Mississippi 38954 ("EP"), jointly and severally as borrower, and with their respective successors and assigns permitted under the Loan Documents, the "Borrowers"; and "Borrower" shall mean any one of them), having a principal place of business at 23248 County Road 512, Sidon, Mississippi 38954; **JOHN R. COLEMAN** ("J. Coleman"), an individual having a primary residence address of 205 Riverside Drive, Greenwood, Mississippi 38930; **MICHAEL W. COLEMAN** ("M. Coleman"), an individual having a primary residence of 57465 County Road 559, Greenwood, Mississippi 38930 (J. Coleman and M. Coleman are referred to collectively as the "Guarantors", and each individually as a "Guarantor"; Borrowers and Guarantors are referred to collectively as the "Loan Parties"), and **UMB BANK, N.A.**, a national banking association, having an address of 1670 Broadway, Denver Colorado 80202 (together with its successors and assigns, the "Lender").

RECITALS:

The following recitals are a material part of this Amendment:

A. Borrowers and Lender are parties to a certain Fourth Amended and Restated Loan and Security Agreement having an effective date of December 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, and most recently by that certain Third Amendment to Fourth Amended and Restated Loan and Security Agreement dated as of May 31, 2021, the "Loan Agreement"), pursuant to which Lender made available to Borrowers a Revolving Loan Facility in the current maximum principal amount of \$40,000,000.00, and a Term Loan in the original maximum principal amount of \$35,000,000.00.

B. Borrowers have requested that Lender maintain the Revolving Loan Commitment at \$40,000,000 through the Revolving Loan Maturity Date and make certain other changes to the Loan Agreement.

C. The Loan Parties and Lender have agreed to modify the Loan Agreement on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements, promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties and Lender hereby agree to amend the Loan Agreement as follows:

1. Defined Terms. Each capitalized term that is not defined in this Amendment shall have the meaning ascribed to such term in the Loan Agreement

2. Amendments to the Loan Agreement. The Loan Agreement is hereby amended as follows:

2.1 The definition of “Revolving Loan Commitment” in Section 1.1 of the Loan Agreement is hereby deleted and replaced with the following definition:

“Revolving Loan Commitment” means the maximum principal amount of the Revolving Loan Facility, which shall be Forty Million and 00/100 Dollars (\$40,000,000). **Notwithstanding the forgoing, Lender may, in its sole discretion, Unconditionally Cancel the Revolving Loan Commitment that would otherwise be available to Borrower. If Lender elects to Unconditionally Cancel, Lender’s commitment to lend under the Revolving Loan Commitment shall be terminated and all monies outstanding under the Revolving Loan Commitment may become immediately due and payable upon demand by Lender.”**

2.2 Section 2.2(d) of the Loan Agreement, entitled “Term Loan Mandatory Prepayment; Excess Cash Flow Recapture” is hereby deleted and replaced with the following:

Term Loan Mandatory Prepayment; Excess Cash Flow Recapture. The Borrowers shall make a prepayment (the “Term Loan Mandatory Prepayment”) of the outstanding principal amount of the Term Loan until paid in full, within one hundred forty-five (145) days after the end of each of the Borrowers’ fiscal years, commencing with the fiscal year ending December 31, 2021, in an amount equal to fifty percent (50%) of Excess Cash Flow for such fiscal year.

2.3 A new Section 12.27 is hereby added to the Loan Agreement, which shall read as follows:

Non-Receipt of Funds from Participant. If Lender has sold one or more participations in the Loans to a third party participant, Lender may assume that each such participant has timely funded its participation interest in the Loans as required pursuant to any written agreement with Lender, and Lender may, but shall not be obligated to, make the entire amount of any requested Loan (including the portion equal to such participant’s participation interest therein) available to the Borrowers in reliance upon such assumption. If any such participant has not in fact made such payment to Lender, Borrowers shall, on demand by Lender, repay to Lender the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by Lender until the date Lender recovers such amount at the interest rate applicable to the relevant Loan.

3. Conditions to Effectiveness of this Amendment. In addition to confirmation to Lender’s satisfaction that all conditions precedent and documents required under Section 3 the Loan

Agreement remain fulfilled and complete, the effectiveness of this Amendment is subject to the following conditions precedent:

3.1 Lender shall have received the following documents, which must be in form and substance satisfactory to Lender:

3.1.1 a Solvency Certificate executed by Borrowers in form prepared by and acceptable to Lender;

3.1.2 an original of this Amendment executed by each of the Loan Parties;

3.1.3 such other documents, instruments, approvals (and, if required by Lender, certified duplicates of executed copies thereof) and opinions as Lender may reasonably request.

3.2 The Loan Parties hereby certify that as of the Effective Date of this Amendment, the following statements are true and correct:

3.2.1 the Articles of Organization and Operating Agreement of each Borrower that were previously delivered to Lender on or about May 7, 2018 (collectively, the "Organizational Documents") are in full force and effect as of the Effective Date of this Amendment, and there has been no change in the Organizational Documents since such date;

3.2.2 (a) each Borrower's execution of this Agreement is fully authorized pursuant to such Borrower's operating agreement; (b) the execution and performance of this Agreement by each Borrower will not conflict with, or result in a breach or violation of, any other agreement, law or order binding on it; (c) all necessary consents, votes, and other approvals required to make this Agreement binding and enforceable against each Borrower have been obtained; and (d) this Agreement represents a valid and binding contract of each Borrower, enforceable in accordance with its terms.

3.2.3 to the best of Borrowers' information, knowledge, and belief, each of the representations, warranties, covenants, and agreements of Borrowers as set forth in the Loan Documents are true today, to the same extent as if made today, and are incorporated herein by reference as though more fully set out; and

3.2.4 the Loan Parties have no defenses, set-offs, or counterclaim of any kind or nature whatsoever against Lender with respect to the Loan Documents or obligations thereunder, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien, or collateral in connection therewith to secure the outstanding indebtedness under the Loans.

4. Release and Indemnification. In consideration of the agreement of Lender to modify the terms of the Loan Agreement as set forth in this Amendment, the Loan Parties hereby release, discharge

and acquit forever Lender and its affiliates and participants and any of its or their officers, directors, servants, agents, employees and attorneys, past and present, from any and all claims, demands and causes of action, of whatever nature, whether in contract or tort, accrued or to accrue, contingent or vested, known or unknown, arising out of or relating to the Loans and the Loan Agreement, as hereby amended, or Lender's administration of same, or any other actions taken pursuant to the Loan Agreement or under any other documents or instruments evidencing loans made by Lender to the Borrowers, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct; provided, however, that the foregoing release and the following indemnity relate only to the actions or inactions of Lender and its affiliates and participants through the date hereof. The Loan Parties hereby further indemnify and hold Lender and its affiliates and participants, and all officers, directors, servants, agents, employees and attorneys of Lender and its affiliates and participants, past or present, harmless from any and all such claims, demands and causes of action by the Loan Parties, or anyone claiming by, through or under the Loan Parties, said indemnity to cover all losses and expenses incurred by Lender and its affiliates and participants, its or their officers, directors, servants, agents, employees or attorneys, past or present, in connection with any such claims, demands or causes of action, including all reasonable outside attorneys fees and costs, except to the extent such claims, demands and causes of action are determined by a court of competent jurisdiction by final and non-appealable judgment to have been caused by Lender's gross negligence or willful misconduct.

5. References. From and after the Effective Date, all references in the Loan Documents to the Loan Agreement shall be deemed to refer to the Loan Agreement as amended by this Amendment, and all references in the Loan Documents to any other defined term amended by this Amendment shall be deemed to refer to such term as so amended.

6. Other Documents/Provisions to Remain in Force. Except as amended hereby, the Loan Agreement and all documents and instruments executed in connection therewith or contemplated thereby and all indebtedness incurred pursuant thereto shall remain in full force and effect and are in all respects hereby ratified and affirmed. Without limiting the generality of the foregoing, the Guarantors hereby ratify and confirm the continuing validity of each and every term of the Guaranty.

7. Amendment. This Amendment will not be amended or modified in any way except by a written instrument executed by each of the parties.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same document.

10. Incorporation by Reference. The Loan Agreement and all exhibits thereto are incorporated into this Amendment by this reference.

11. Choice of Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Missouri.

*Fourth Amendment to Fourth Amended
and Restated Loan and Security Agreement
Express Grain Terminals, LLC*

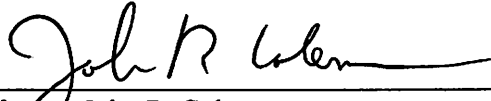
12. Entire Agreement. This Amendment constitutes the entire agreement between the parties hereto, and there are no other agreements, understandings, warranties or representations with respect to the matters stated in this Amendment. This instrument is not intended to have legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to its effectiveness have been satisfied.

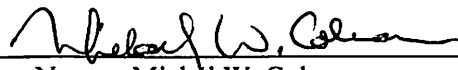
13. Statutory Notice. The following notice is provided pursuant to Section 432.047, R.S.Mo. As used herein, “creditor” means Lender, “borrower” means the Loan Parties, and “this writing” means this Amendment, the Loan Agreement and all the other Loan Documents. **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Third Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

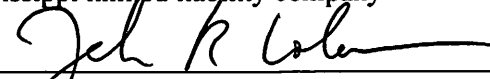
BORROWERS:

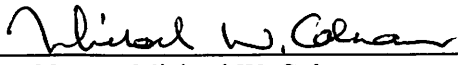
EXPRESS GRAIN TERMINALS, LLC,
a Mississippi limited liability company

By: 
Name: John R. Coleman
Title: Member

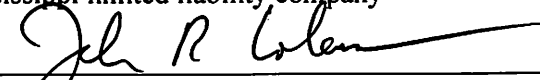
By: 
Name: Michael W. Coleman
Title: Member

EXPRESS PROCESSING, LLC,
a Mississippi limited liability company


By: 
Name: John R. Coleman
Title: Member

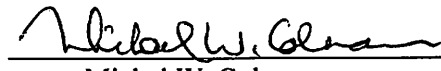
By: 
Name: Michael W. Coleman
Title: Member

EXPRESS BIODIESEL, LLC,
a Mississippi limited liability company

By: 
Name: John R. Coleman
Title: Manager

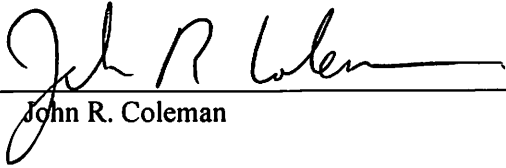
By: Express Grain Terminals LLC,
a Mississippi limited liability company, its sole member

By: 
Name: John R. Coleman
Title: Member

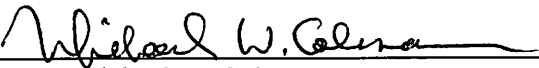
By: 
Name: Michael W. Coleman
Title: Member

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Fourth Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

GUARANTORS:



John R. Coleman



Michael W. Coleman

IN WITNESS WHEREOF, the Loan Parties and Lender have executed this Fourth Amendment to Fourth Amended and Restated Loan and Security Agreement to be effective as of the date first above written.

LENDER: **UMB BANK, N.A.,**
a national banking association

By: 
Name: Wayne C. Lewis
Title: Senior Vice President