

AMENDED AND RESTATED TERM NOTE

\$35,000,000.00

Dated: December 17, 2020

FOR VALUE RECEIVED, **EXPRESS GRAIN TERMINALS, LLC**, a Mississippi limited liability company ("EGT"), having an address of P.O. Box 189, Sidon, Mississippi 38954; **EXPRESS BIODIESEL, LLC**, a Mississippi limited liability company ("EB"), having an address of 2015 River Road Ext., Greenwood, Mississippi 38930; and **EXPRESS PROCESSING, LLC**, a Mississippi limited liability company ("EP," and with EGT and EB, individually and collectively, the "Borrowers"), having an address of P.O. Box 189, Sidon, Mississippi 38954, jointly and severally promise to pay to the order of **UMB BANK, N.A.**, a national banking association (hereinafter, together with any holder hereof, the "Lender"), whose address is 1010 Grand Boulevard, Kansas City, Missouri 64106, the principal sum of THIRTY-FIVE MILLION AND 00/100 DOLLARS (\$35,000,000.00), which amount is the principal amount of the Term Loan made by the Lender to the Borrowers under and pursuant to that certain Fourth Amended and Restated Loan and Security Agreement dated as of even date herewith, executed by and among the Borrowers and the Lender (as amended, supplemented or modified from time to time, the "Loan Agreement"), together with interest (computed on the actual number of days elapsed on the basis of a 360-day year) on the aggregate principal amount of the Term Loan outstanding from time to time as provided in the Loan Agreement. Capitalized words and phrases not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

The outstanding principal of this Amended and Restated Term Note (this "Note"), and all accrued interest thereon, shall be payable as provided in the Loan Agreement, and the outstanding principal balance of this Note, and all accrued and unpaid interest thereon, shall be due and payable in full on the Term Loan Maturity Date, unless payable sooner pursuant to the provisions of the Loan Agreement.

As of the date of this Note, and pursuant to that certain Third Amended and Restated Loan and Security Agreement made effective as of February 15, 2019, executed by and among the Borrowers and the Lender (as amended, supplemented or modified from time to time, the "Prior Loan Agreement"), the Borrowers are indebted to the Lender for a Revolving Loan Facility in the current maximum principal amount of Forty Five Million and 00/100 Dollars (\$45,000,000.00), and a Term Loan in the original maximum principal amount of Twenty Eight Million and 00/100 Dollars (\$28,000,000.00). Pursuant to the Loan Agreement, the Lender has agreed to amend and restate the Prior Loan Agreement so as to, among other modifications (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 \$35,000,000.00, and (2) modify the Revolving Loan Commitment to \$40,000,000.00. The Borrowers acknowledge that a single principal 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 provided in the Loan Agreement, and for no other purpose.

This Note is an amendment to and partial restatement of, but not a novation or refinancing of, that certain Amended and Restated Revolving Note dated October 29, 2020, executed by the Borrowers and payable to the Lender in the maximum principal amount of \$45,000,000.00, and that certain Term Note having an effective date of February 15, 2019, executed by the Borrowers and payable to the Lender in the original principal amount of \$28,000,000.00. This Note does not constitute or effect a release of any guaranty of, or any lien, security interest or pledge securing, the obligations of the Borrowers or any Guarantor to the Lender.

Term Note
Express Grain Terminals, LLC

EXHIBIT C

This Note evidences the Term Loan incurred by the Borrowers under and pursuant to the Loan Agreement, to which reference is hereby made for a statement of the terms and conditions under which the Term Loan Maturity Date or any payment hereon may be accelerated. The holder of this Note is entitled to all of the benefits and security provided for in the Loan Agreement.

Principal and interest shall be paid to the Lender at its address set forth above, or at such other place as the holder of this Note shall designate in writing to the Borrowers. The Term Loan made by the Lender, and all payments on account of the principal and interest thereof shall be recorded on the books and records of the Lender and the principal balance as shown on such books and records, or any copy thereof certified by an officer of the Lender, shall be rebuttably presumptive evidence of the principal amount owing hereunder.

Except for such notices as may be required under the terms of the Loan Agreement, the Borrowers waive presentment, demand, notice, protest, and all other demands, or notices, in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and assents to any extension or postponement of the time of payment or any other indulgence. The Term Loan evidenced hereby has been made and this Note has been delivered at the Lender's main office set forth above. This Note shall be governed and construed in accordance with the laws of the State of Missouri, in which state it shall be performed, and shall be binding upon the Borrowers, and their respective legal representatives, successors, and assigns. Wherever possible, each provision of the Loan Agreement and this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Agreement or this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of the Loan Agreement or this Note. The term "Borrowers" as used herein shall mean all parties signing this Note, and each one of them, and all such parties, their respective successors and assigns, shall be jointly and severally obligated hereunder.

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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Borrowers have executed this Amended and Restated Term Note as of the date set forth above.

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