



4506 N. Lewis Ave.
Sioux Falls, SD 57104
poet.com

TOLL FREE: 888.327.8799
PHONE: 605.332.2200
FAX: 605.332.2266

New Carrier Information Request

Thank you for your call today inquiring about being a carrier for POET Nutrition.

Please provide us with the following information:

- Company name, address, phone numbers (including after hours contact), fax number and email address if available, type of equipment, and number of trucks
- A copy of your current authority
- A signed "Cleanout Procedures" document
- A W9 with your Federal ID number (or SSN if you don't have a federal ID number)
- Certificate of Insurance, \$1,000,000 minimum liability, \$10,000 minimum cargo coverage
POET Nutrition must listed as a certificate holder on the insurance as follows:

**POET Nutrition
Attn: Kevin Krier
4506 N. Lewis Ave.
Sioux Falls, SD 57104**

Thank you,

Poet Nutrition
888-327-8799 Ext.12200
605-332-2266 Fax

MEMORANDUM

FROM: POET Nutrition Accounting

TO: POET Nutrition Trucking Vendors

SUBJECT: Truck Freight Invoicing

For any loads that you are hired by POET Nutrition to haul, the invoices should be sent to:

**POET Nutrition
Attn: Truck Freight Payables
4506 N Lewis Ave
Sioux Falls, SD 57104**

Please include the following information for each load:

- POET Plant (or 3rd Party Origin Plant)
- Date loaded
- Load out Scale Ticket #
- POET Nutrition booking number (300#####-00#-0## or 700#####-00#-0##)
- Origin Weight (POET Nutrition pays freight based on the weight at the plant)
- Rate per Short Ton
- Contact Phone Number in case any questions cannot be answered with the above info

*****Poet Nutrition will now accept truck freight invoices by email or fax!*****

Fax Number: 605.332.2266 Attn: Truck Freight Payables

OR! Please attach your invoice in PDF, Excel or Word format and email it to pn.invoices@poet.com.

Payment Information:

POET Nutrition cuts checks twice weekly for truck freight payments and pays direct deposit once weekly. Most often, invoices will be paid within 15 business days from the date the invoice is received.

If you have any questions regarding invoicing format, invoice payment, etc, please contact POET Nutrition Accounting at 605-332-2200, or pn.invoices@poet.com.

Thank you!

Appendix A – Clean-out Policy

POET Nutrition Carrier Clean-out Policy

_____ hereby agrees to abide by the following procedural terms
(Company Name – Please Print)
and conditions whenever hauling feed products on behalf of POET Nutrition.

The Food and Drug Administration (FDA) developed 21 CFR 589.2000 and 21 CFR 589.2001 to prevent the spread of Bovine Spongiform Encephalopathy (BSE) through ruminant feeding practices by restricting certain ruminant products for diets of ruminant animals. In response to these regulations, POET Nutrition has developed the following requirements for all carriers handling feed products on behalf of POET Nutrition.

In addition to the requirements of FDA's BSE prevention rules, POET Nutrition also developed additional requirements to ensure that a trailer hauling product on behalf of POET Nutrition does not contain other hazardous, poisonous, or deleterious substances including fertilizers, pesticides, metals, and glass just to name a few. Detailed lists of these prohibited items are outlined below.

A washout to remove any residual product is required before hauling products on behalf of POET Nutrition if the trailer or other vessel has hauled any Restricted Use Protein Products (RUPP) as defined by 21 CFR Part 589.2000 and additional cattle material prohibited in animal feeding (CMPAF) as listed in 21 CFR 589.2001 in the previous 3 loads. A list of prohibited ruminant protein materials and ingredients are listed below.

Table 1.1 – products prohibited for the feeding of ruminants

Meat	Meat By-products	Animal Liver
Dried Meat Solubles	Fleshings Hydrolysate	Meat Meal
Meat and Bone Meal	Animal By-product Meal	Meat Meal Tankage
Meat and Bone Meal Tankage	Hydrolyzed Hair	Hydrolyzed Leather Meal
Glandular Meal	Unborn Calf Carcass	Animal Digest
Extracted Glandular Meal	Cooked Bone Marrow	Beef Stock/Broth
Cooked Bone Meal	Meat Protein Isolate	Mechanically Separated Bone Marrow

In addition, liquid carriers must not have hauled any of the above listed ruminant derived items or the items listed below without a washout to remove any residual product prior to hauling product on behalf of POET Nutrition.

Table 1.2 – prohibited liquids requiring a washout

Beef tallow with solids value of >.15%	Liquid Food/Restaurant Waste	Blood
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Cleanout of the trailer to remove any residual is required if any products that are deemed hazardous to animals or humans based on scientific research are hauled in the three previous loads before hauling any products on behalf of POET Nutrition. A list of hazardous products is provided below. This list is not all inclusive of potential hazards. Questions regarding whether a

Appendix A – Clean-out Policy

previous load may be a threat to animal or human health should be directed to the POET Nutrition Transportation Team at 605-322-2200.

Table 1.3 – potentially hazardous products requiring a washout

Feeds or feed ingredients containing medicated additives	Pesticides	Fertilizers
Herbicides	Heavy Metals	Scrap Iron and Iron Shavings
Manure	Industrial and Municipal Waste	Mycotoxin Containing Grains
Glass	Crushed Fiberglass	Ground Rubber

*****Washout***** – a washout is defined by POET as the use of water and, when needed, a solvent or other cleaner to remove all residual product for the trailer that may pose a threat to the safety of man or animals. Proof that the wash out was completed must be provided to the POET Biorefining facility prior to hauling any feed products on behalf of POET Nutrition if the prohibited material was hauled within the past three loads.

Trailers contracted to haul product on behalf of POET Nutrition must arrive at the POET Biorefining facility free of residual product from the previous load. As noted above, a washout is required per this procedure for any restricted or prohibited items listed in table 1.1, 1.2, and 1.3. For all other previous loads, sweeping, blowing down or other means of removing residual materials is acceptable.

Appendix A – Clean-out Policy

By signing and completing the information below, my company acknowledges receipt and acceptance of the above listed policy.

By: _____ Date: _____

Name & Title (printed): _____

Company Name: _____

Address, City, State: _____

Contact Name: _____

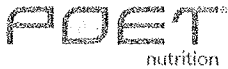
Business Phone: _____ Cell: _____

----- **POET Internal Use Only** -----

Reviewed by: _____ Date: _____

Approved or Rejected (circle one)

Comments: _____



4506 N. Lewis Ave.
Sioux Falls, SD 57104
poet.com

888.327.8799
605.332.2200
605.332.2266

Carrier procedures for loads at POET Plant facilities:

1. POET Nutrition (Sales Coordinators) will contact a carrier's dispatch and offer a load.
 2. Upon acceptance of the offer that carrier is obligated to load and deliver the specified product and volume within the specified time window to the specific location identified by the order.
 3. A loading number will be given to the carrier for their driver to use for each particular load.
 4. Driver must check in at the appropriate plant location upon arrival. Driver should park in designated areas, typically away from scale traffic.
 5. Driver must present the following information to plant personnel before loading:
 - a) Loading number.
 - b) Shipment destination.
 - c) Carrier name.
 - d) Driver name.
 6. Once loading number has been verified and accepted by plant personnel the driver may proceed to the designated loading area.
 7. Each driver must load their trailer specific to each plant's loading procedures. Engines are to be stopped while loading or unloading unless necessary for the operation of a pump.
 8. Drivers should be prepared to comply with individual plant requirements including, but not limited to:
 - a) Hard Hat.
 - b) Safety Glasses.
 - c) Wheel Chocks.
 - d) Tobacco Policy – Many facilities ban all tobacco use on company property.
 9. Upon completion of loading the driver shall return to the appropriate plant location with a copy of the loading meter ticket to receive the bill of lading for that load.
 10. Each driver is responsible for reviewing paperwork to ensure accuracy and to verify that the paperwork has been properly signed.
- It is illegal to haul a load to any location other than specified on the bill of lading.

Initials of individual submitting Application

Title

Date



4506 N. Lewis Ave.
Sioux Falls, SD 57104
poet.com

TOLL FREE: 888.327.8799

PHONE: 605.332.2200

FAX: 605.332.2266

Please print clearly.

Company Name: _____

Company Address (including street, city, state & zip):

Company Telephone Number:

Company Fax Number:

Company Email Address:

Contact Person(s) with cell phone numbers:

Trailer style and quantity:

Hoppers: _____ Live Bottoms: _____ Belts: _____ Dumps: _____

Corn Oil:

Tanker Trailers: _____ Qty.

Insulated: _____ Qty.

Size: _____

Pumps: _____ Qty.

(i.e. 6,500 -7,000 gallon)

Single Chamber: _____

Air offload capability?

___ Yes ___ No

Plants that you are able to take loads from on a regular basis:

____ Scotland, SD
____ Hudson, SD
____ Chancellor, SD
____ Mitchell, SD
____ Groton, SD
____ Big Stone City, SD
____ Bingham Lake, MN
____ Lake Crystal, MN
____ Glenville, MN
____ Preston, MN
____ Ashton, IA
____ Emmetsburg, IA
____ Hanlontown, IA
____ Jewell, IA
____ Gowrie, IA
____ Coon Rapids, IA
____ Corning, IA
____ Macon, MO
____ Laddonia, MO
____ Caro, MI

____ Portland, IN
____ Alexandria, IN
____ N. Manchester, IN
____ Leipsic, OH
____ Fostoria, OH
____ Marion, OH
____ Cloverdale, IN

Any other additional information:



4506 N. Lewis Ave.
Sioux Falls, SD 57104
poetenergy.com

TOLL FREE: 888.327.8799
PHONE: 605.332.2200
FAX: 605.332.2266

For Office Use Only:

Date Received: _____

Account #: _____

Initials: _____

New Vendor Information

Company Name _____

Contact Name _____

Street Address _____

City, State, Zip _____

Primary Phone _____ Secondary Phone _____

Fax _____

Contact Email _____

Service Provided (Broker, storage, etc.) _____

_____ Payments will be sent via ACH and a remittance should be sent to the email address below.

Please complete the bank information below.

Banking Information

Name of Bank _____

Routing Number _____

Account Number _____

Bank City & State _____

Remittance Email _____

****Please attach a copy of a voided check for verification purposes.****

Signature _____ Title _____

Invoices are accepted by mail to the address above, email at pn.invoices@poet.com, or fax at 605.332.2266.
Please allow 10 business days for processing.

Please return this form along with a completed W-9 and voided check via mail, email or fax.

CARRIER TRANSPORTATION AND ACCESS AGREEMENT

This Carrier Transportation and Access Agreement (this "Agreement") is made and entered into on the ____ day of _____, 20__, by and between POET Nutrition, Inc., a South Dakota corporation with a business address at 4506 N. Lewis Avenue, Sioux Falls, SD 57104 ("POET") and the following carrier ("Carrier"):

Carrier Name: _____ Address: _____

RECITALS:

WHEREAS, Carrier is in the business of providing transportation services ("Services"); and

WHEREAS, POET desires to utilize Services of the nature provided by Carrier.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Freight Transportation. POET may from time to time in its discretion tender shipments of distillers dried grains with solubles and/or other dry bulk products (the "Product") to Carrier for transportation in interstate and intrastate commerce. Should Carrier accept such tender, Carrier hereby agrees to transport such shipments in accordance with the terms and conditions of this Agreement.

2. Compliance with Laws and Regulations. Carrier shall comply with all applicable state and federal regulations regarding the loading, unloading and transportation of the Products. This includes, but is not limited to, federal, state and local vehicle gross weight limitations and security plan regulations.

3. Carrier's Operating Authority and Safety Rating.

A. Carrier represents and warrants that it is fully experienced, properly licensed and qualified to perform the Services provided for herein. Carrier represents and warrants that all Services performed under this Agreement shall be contract carriage. Carrier shall notify POET immediately in the event of any suspension, cancellation, termination, or withdrawal of its operating authorities, in which event POET shall have the right to indefinitely suspend the Services with Carrier or terminate this Agreement immediately upon written notice to Carrier.

B. Carrier further represents and warrants that it is a motor carrier under 49 USC 13102(12) and is duly registered with the Department of Transportation pursuant to 49 USC 13902 and 13905 with a Motor Service Provider Safety Rating of "satisfactory" or "unrated." Carrier warrants that it will provide lawful and responsible Services to POET under the Agreement. Carrier shall promptly notify POET if Carrier is assessed an "unsatisfactory" or "conditional" safety rating, and in such event, POET may suspend the Services with Carrier. Carrier shall provide to POET a copy of a current Motor Carrier Permit or Certificate (MC#/FMCSA Permit). Carrier shall also provide to POET a copy of its current Hazardous Materials Certificate of Registration. Further, Carrier shall continue to furnish POET with copies of all certificates when they become modified or renewed.

4. Payment. Carrier will invoice POET for Services provided hereunder in accordance with such invoicing policies and procedures as POET reasonably specifies from time to time. For truck freight payments, POET typically cuts checks twice weekly and pays direct deposit once weekly. Properly submitted invoices are typically paid within fifteen (15) days after the date on which POET receives the invoice.

5. Drivers and Equipment.

A. Carrier shall ensure that its drivers are properly trained and licensed and are competent and capable of safely handling and transporting POET's Product.

B. Carrier shall provide and maintain all equipment required for the Services, and all equipment shall be in good working condition prior to arriving at a loading facility. Carrier understands that draining compartments, hoses or pumps are strictly forbidden at ethanol facilities. Carrier's equipment shall also conform to all loading and unloading facilities' requirements.

C. Carrier shall comply in all respects with the requirements of POET's then-current Clean-Out Policy, a copy of the current version of which is attached to this Agreement as Exhibit B (the "Clean-Out Policy"), and promptly following execution of this Agreement provide POET with a copy of the Clean-Out Policy that has been duly executed by an authorized representative of Carrier. Approximately once per year, POET may require that Carrier sign POET's then-current Clean-Out Policy as a condition to POET's continued engagement of Carrier to provide Services. Service Provider shall be solely responsible for any Product contamination that may arise from its failure to comply with the Clean-Out Policy.

D. Carrier shall furnish all necessary fuel, oil, gasoline, tires and repairs for the operation of such equipment and agrees to pay all expenses incidental to such operation, including, but not limited to, any penalties or fines incurred, including overweight fines, insurance surcharges, hose charges, tolls and parking fees.

6. Performance and Delivery Time.

A. Carrier shall transport shipments of the specified Product and volume within the specified time window to the specific location identified in an order. Carrier will be given a loading number for each load. Carrier will check in and then park in designated areas at the appropriate facility upon arrival. Carrier will present the loading number, shipment destination, Carrier name and driver's name to facility personnel before loading. Once verified, the Carrier may then proceed to the designated loading area.

B. Each driver must load trailers specific to each facility's loading procedures. Engines will be stopped while loading and unloading unless it is necessary for the operation of a pump. Drivers should be prepared to comply with each individual facility's requirements which may include, but not be limited to those related to the use of a hard hat, safety glasses and wheel chocks. Note also that some facilities may ban the use of all tobacco products on their premises.

C. Once loading is complete, Carrier shall return to the appropriate location with a copy of the loading meter ticket in order to receive a bill of lading for that particular load. Each driver shall review paperwork for accuracy and verify it has been properly signed.

7. Insurance and Indemnification.

A. Carrier shall purchase and at all times maintain the insurance coverages described in, and shall comply with all requirements specified in, Exhibit A hereto.

B. Carrier shall defend, indemnify and hold harmless POET and each facility, their affiliate companies and their respective directors, employees and agents for and against any loss, damage, claim, suit, liability, demands, judgment, and expense (including reasonable attorneys' fees and other costs of litigation) arising out of or relating to any injury, disease, or death of any persons or damage to or loss of any property, fine or penalty caused by the negligent or wrongful acts or omissions of, or breach of this Agreement by, Carrier, its subcontractors and its permitted assignees and its and their respective employees or agents pursuant to this Agreement. Carrier's obligations under this Section 7.B shall survive the termination or expiration of this Agreement.

8. Relationship of Parties. It is understood by the parties that Carrier is an independent contractor with respect to POET and not a partner or affiliate of or general agent for POET. POET will have no obligation to provide fringe benefits such as health insurance, vacation, or any other employee benefits for Carrier or any of Carrier's employees.

9. Force Majeure. Neither party shall be liable to the other for default in the performance of any terms and provisions of this Agreement caused by strike or other labor disturbance, riot or insurrections, acts of war, acts of terrorism, acts of God, fires, governmental order or regulation, or other similar contingency beyond the reasonable control of the affected party. In the event of a force majeure that causes a delay in performance under this Agreement,

the affected party shall promptly notify the other party in writing, stating the reasons for the inability to comply with the terms of this Agreement, as well as provide an estimate as to how long the delay will continue.

10. Confidentiality. POET may provide Carrier with proprietary information about POET's business, products and customers in connection with the Services to be performed under this Agreement. Carrier acknowledges that all such information, whether or not marked confidential, by its nature is confidential and proprietary to POET. Carrier is hereby authorized to use such information only in connection with its performance of the Services. Carrier agrees to use reasonable efforts to safeguard POET's confidential information and to prevent the unauthorized or negligent disclosure thereof. Carrier shall not, without the prior written consent of POET, directly or indirectly disclose any of POET's confidential information to any person or business entity. Upon the earlier of completion of the Services or promptly following the expiration or termination of this Agreement, Carrier shall return to POET all of POET's confidential information. Carrier's obligations under this Section 10 shall survive the termination or expiration of this Agreement.

11. No Lien. Carrier shall have no lien, and hereby expressly waives its right to any lien on any cargo, freight, or property of POET or any of its customers, consignors or consignees.

12. Notices. All notices, demands, and other communications to be given or delivered under or by reason of the provision of this Agreement will be in writing and will be deemed to have been given when personally delivered or mailed by first class mail, return receipt requested, addressed to the business address of each of the parties as first set forth above, or when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device.

13. Applicable Law; Dispute Resolution. This Agreement shall be governed by the laws of the state of South Dakota without regard to any provision or rule that would cause the law of any other jurisdiction to be applied. Carrier hereby submits and agrees to be subject to the exclusive jurisdiction of, and hereby irrevocably waives any objection to venue in, the federal and state courts in the state of South Dakota in any suit or proceeding arising out of or relating to this Agreement.

14. General Terms. This Agreement, including its exhibits, contains the entire agreement of the parties with respect to the Services to be provided to POET hereunder. There are no other promises or conditions that are part of this agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties relating to the subject matter hereof. This Agreement shall be modified or amended only if such amendment is made in writing and is signed by both parties. If any provision of this Agreement, or application thereof to any person or circumstance, is determined to any extent to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than to those as to which the provision is held invalid, will not be affected and every other provision of this Agreement will be valid and in force to the fullest extent allowed by law. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement will constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof. In interpreting this Agreement, the fact that one of the parties may have drafted it or any of its provisions shall not be given any weight or relevancy. The headings used in this Agreement are inserted for convenience and reference only and are not intended to be an integral part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

POET Nutrition, Inc.

Carrier: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**EXHIBIT A to
Carrier Transportation and Access Agreement**

Insurance Requirements

Carrier shall provide POET and its subsidiaries with the following insurance certifications showing POET and its subsidiaries as an additional insured:

- A. General Liability. At all times during the term of this Agreement, Carrier shall carry comprehensive General Liability Insurance covering all operations hereunder, with limits of not less than \$1,000,000 (or such higher limits as may be required by law from time to time) for all liability arising out of injury to or death of one or more persons in any one occurrence, and for all liability arising out of damage to or destruction of property in any one occurrence. The policies providing for such insurance include the liability assumed by Carrier hereunder in the amounts as are shown in this provision. In addition, POET and its subsidiaries shall be identified as an additional insured party with respect to such insurance. Carrier waives subrogation with respect to the General Liability coverage required under this Agreement.
- B. Workers Compensation. At all times during the term of this Agreement, Carrier shall comply with all requirements of Workers Compensation laws of the jurisdiction in which an authorized terminal is located. In addition, Carrier shall carry Employer's Liability Insurance covering all operations hereunder in an amount not less than \$500,000 (or such higher limits as may be required by law from time to time) per occurrence. The Carrier waives subrogation with respect to the Workers Compensation policy required under this Agreement.
- C. Automobile Liability. At all times during the term of this Agreement, Carrier shall carry Automobile Liability Insurance on all motor vehicles, whether owned, hired, or non-owned, used in connection with operations hereunder, with limits of not less than \$1,000,000 (or such higher limits as may be required by law from time to time) for all liability arising out of injury to or death of one or more persons in any one occurrence, and for all liability arising out of damage to or destruction of property in any one occurrence. In addition, POET and its subsidiaries shall be identified as an additional insured party with respect to such insurance. Carrier waives subrogation with respect to the Auto Liability coverage required under this Agreement.

Upon request of POET, Carrier shall furnish to POET certificates of insurance, or certified copies of insurance policies, as required above. All certificates furnished pursuant to this provision shall reflect that they are for the benefit of POET and shall provide that there will be no cancellation of the policies without providing POET at least thirty (30) days' prior written notice. The parties hereto intend that the coverage provided above shall be primary to any other insurance of POET with respect to any claim or demand against POET for bodily injury or death resulting therefrom, including injury or death to Carrier and its employees or agents, and for property damage, including damage to Carrier's property, caused, or alleged to have been caused, by an act, omission or default, negligent or otherwise, of Carrier by reason of operations hereunder.

POET PAY

Thank you for being a valued carrier for Poet. We appreciate how hard you work to keep our business running smoothly.

We created the Poet Pay program so you can receive payment much faster than our normal pay cycle, for a discount of 2% you will be paid in 2 business days

Requirements to be a Poet pay carrier.

Must electronically submit bills for payment

Your method of payment must be ACH.

- To get signed up please contact
 - + Trevor Warren (605)-965-6911
 - + Mike Lindsey (605)-965-6909
 - + Kevin Krier (605)-965-6906
 - + Alyssa Pederson (605)-965-6239