UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **November 20, 2009**

MGP Ingredients, Inc.

(Exact name of registrant as specified in its charter)

KANSAS	**0-17196**	**48-0531200**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

100 Commercial Street
Box 130
Atchison, Kansas 66002
(Address of principal executive offices) (Zip Code)

(913) 367-1480
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

As previously announced on November 23, 2009, MGP Ingredients, Inc. (the "Company") completed a series of related transactions on November 20, 2009 pursuant to which the Company has contributed its alcohol production facility in Pekin, Illinois (the "Plant") to a newly-formed company, Illinois Corn Processing, LLC ("ICP"), and then sold 50% of the membership interest in ICP to Illinois Corn Processing Holdings LLC ("ICPH"), an affiliate of SEACOR Energy Inc., for $15 million cash. SEACOR Capital Corporation, another affiliate of SEACOR Energy Inc., will provide funding to ICP through a revolving loan facility and a term loan. Both loans are secured by all assets of ICP, including the Plant, but are non-recourse to the Company. ICP will reactivate distillery operations at the Pekin facility. The Company will market food-grade and industrial-grade alcohol products manufactured by ICP and SEACOR Energy Inc. will market ethanol products manufactured by ICP, as soon as production resumes at the Plant. In connection with these transactions, the Company entered into the following agreements:

1) Contribution Agreement**.** The Company and ICP entered into a Contribution Agreement dated November 20, 2009 pursuant to which the Company contributed the Plant to ICP at an agreed value of $30 million, consisting of land and fixed assets valued at $29.1 million and maintenance and repair materials valued at $900,000.

2) LLC Interest Purchase Agreement. The Company and ICPH entered into an LLC Interest Purchase Agreement dated November 20, 2009 (the "IPA") pursuant to which ICPH acquired 50% of the membership interest in ICP for a purchase price of $15 million. The IPA also provides ICPH with the option to purchase up to an additional 20% of the membership interest in ICP at any time between the second and fifth anniversary of the closing date for a specified price.

3) LLC Agreement. The Company and ICPH entered into a Limited Liability Company Agreement dated November 20, 2009 (the "LLC Agreement"). Pursuant to the LLC Agreement, the Company and ICPH each have 50% of the voting and equity interests in ICP. Day to day management of ICP is retained by the members. The LLC Agreement also provides for the creation of an advisory board consisting of three advisors appointed by the Company and three advisors appointed by ICPH. The LLC Agreement contains buy-sell provisions and provisions addressing operations if losses are incurred.

4) Marketing Agreements. The Company and ICP entered into a Marketing Agreement dated November 20, 2009 pursuant to which ICP will manufacture and supply food-grade and industrial-use alcohol products for the Company, and the Company will purchase, market and sell such products. Pursuant to the Marketing Agreement, the Company will share margin realized from the sale of the products under the agreement with ICP. The Marketing Agreement has an initial term of one year but automatically renews for one year terms thereafter, subject to specified exceptions. SEACOR Energy, Inc. has entered into a similar agreement with ICP with respect to the marketing of ethanol.

The LLC Agreement permits the Company to pledge its interest in ICP to secure the Company's obligations under its credit facility with Wells Fargo Bank, National Association, and the Company has done so as of November 20, 2009. The Company also agreed with Wells Fargo that it will be an event of default under its credit facility if the Company receives an indemnification demand under the Contribution Agreement or other agreement relating to the Plant and that by February 15, 2010 the Company would grant to Wells Fargo Bank a leasehold mortgage on its headquarters and technical center in Atchison, Kansas and pledge a related industrial development bond to Wells Fargo that previously were mortgaged and pledged to Exchange National Bank.

Item 1.02 Termination of Material Definitive Agreements.

The Company paid $6,266,538.43 to Central Illinois Light Company ("CILCO") on November 20, 2009. This payment satisfies all of the Company's obligations to CILCO under a promissory note dated August 14, 2009. The Company has secured a release of the related mortgage on the Plant held by CILCO.

The Company also paid $2,810,739.74 to Exchange National Bank on November 20, 2009. This payment satisfies all of the Company's obligations to Exchange National Bank under a promissory note dated April 15, 2009. The Company has secured a release of the related mortgage on the Plant held by the bank.

On November 20, 2009, the Company's other lenders holding liens on the Plant property, Wells Fargo Bank, National Association, and the Cloud L. Cray, Jr. Trust, also released their liens on the Plant property in connection with the consummation of the transactions.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Please see Item 1.01, incorporated herein by reference. Copies of the Contribution Agreement, the LLC Interest Purchase Agreement and the Limited Liability Company Agreement of Illinois Corn Processing, LLC are filed herewith as exhibits.

There is no prior material relationship, other than in respect of the transaction, between SEACOR Energy Inc. and its affiliates, on one hand, and the Company and its affiliates, directors, officers or their associates, on the other hand.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The Contribution Agreement and the LLC Interest Purchase Agreement require the Company to indemnify ICP and ICPH from and against any damages or liabilities arising from a breach of the Company's representations and warranties in the Contribution Agreement and the IPA and also with respect to environmental damages or liabilities related to the Plant originating prior to the closing.

Item 2.05 Costs Associated with Exit or Disposal Activities.

The Company will recognize estimated pre-tax charges of approximately $2.3 million in the second quarter of the current fiscal year related to the completion of the transactions described in Item 1.01. The costs consist of approximately $1.9 million to adjust the book value of the contributed maintenance and repair materials to the agreed upon value and $1.0 million for advisory fees, offset by a $0.6 million write-off of accrued liabilities.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1 Contribution Agreement dated November 20, 2009 between MGP Ingredients, Inc. and Illinois Corn Processing, LLC.

10.2 LLC Interest Purchase Agreement dated November 20, 2009 between MGP Ingredients, Inc. and Illinois Corn Processing Holdings LLC.

10.3 Limited Liability Company Agreement of Illinois Corn Processing, LLC dated November 20, 2009.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MGP INGREDIENTS, INC.

Date: November 27, 2009

By: /s/ Timothy W. Newkirk
Timothy W. Newkirk
President and Chief Executive Officer

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), is made and effective as of the 20th day of November, 2009 (the "Effective Date"), by **Illinois Corn Processing, LLC**, a Delaware limited liability company (the "Company"), and **MGP Ingredients, Inc.**, a Kansas corporation ("MGPI").

RECITALS:

A. MGPI is the owner and operator of the alcohol production facility located at the Plant and, to the extent transferable, all permits and licenses related to the Plant (the "Permits");

B. MGPI formed the Company on October 5, 2009, as the sole member of the Company and desires to contribute, convey, assign, transfer and deliver to the Company, as a capital contribution of the sole member, all of MGPI's right, title and interest in and to (1) all assets relating to or located at the Plant (as defined below), including, without limitation, property (real and personal), building, plants, structures and equipment, leaseholds licenses, and the Business IP (as defined below), other than the Excluded Equipment and the Leased Equipment (each as defined below), (2) the Permits and (3) all the books and records (or portions thereof) relating to such assets and Permits (collectively, the "Contributed Assets"), subject to all Permitted Encumbrances, and the Company desires to acquire and accept the Contributed Assets from MGPI, subject to the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, which are incorporated into and made part of this Agreement, the mutual representations, warranties, covenants, agreements, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

DEFINITIONS

1.1. "Agreement"—as defined in the first paragraph of this Agreement.

1.2. "Applicable Contract"—any Contract (a) under which the Company has or may acquire any rights, (b) under which the Company has or may become subject to any obligation or liability, or (c) by which the Company or any of the assets owned or used by it is or may become bound.

1.3. "Breach"—a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement will be deemed to have occurred if there is or has been (a) any inaccuracy in or breach of, or any failure

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to perform or comply with, such representation, warranty, covenant, obligation, or other provision, or (b) any claim (by any Person) or other occurrence or circumstance that is or was inconsistent with such representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

1.4. "Business" —the business operations, activities, Plant assets and practices associated with the production of fuel ethanol, food grade and industrial grade alcohol and associated by-products at the Plant.

1.5. "Business IP" —as defined in Section 3.9(a).

1.6. "CERCLA" —the United States Comprehensive Environmental Response Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended.

1.7. "Cleanup" —any environmental investigation, cleanup, removal, response, remedial action, corrective action, containment, monitoring, sampling, testing or other remediation or response actions, including related consulting activities. The terms "removal," "remedial," and "response action," include the types of activities covered by CERCLA, RCRA, or applicable and analogous state statutes, as each has been amended.

1.8. "Closing" —the consummation of the transactions contemplated by this Agreement.

1.9. "Closing Date" —the date of this Agreement, or such other date as may be agreed by the parties.

1.10. "Company"—as defined in the Recitals of this Agreement.

1.11. "Company Indemnified Persons" —as defined in Section 7.2(a).

1.12. "Consent"—any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

1.13. "Contract"—any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

1.14. "Contributed Assets" —as defined in the Recitals of this Agreement.

1.15. "Damages"—as defined in Section 7.2(a).

1.16. "Disclosure Letter"—the disclosure letter delivered by MGPI to the Company concurrently with the execution and delivery of this Agreement.

1.17. "Effective Date"—as defined in the Preamble to this Agreement.

1.18. "Encumbrance"—any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, security interest, mortgage, indenture, deed of trust, easement, assessment, lease, agreement, license, covenant,

levy, or other encumbrance or restriction of any kind, or any conditional sale agreement, title retention agreement or other agreement to give any of the foregoing, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

1.19. "Environment"—soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

1.20. "Environmental, Health, and Safety Liabilities"—any costs, damages, expenses, liabilities, obligations, fines, penalties, judgments, awards, settlements, claims, demands, in or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

(a) any environmental, health, or safety matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);

(b) legal or administrative proceedings under Environmental Law or Occupational Safety and Health Law;

(c) any Cleanup;

(d) financial responsibilities under any Environmental Law or Occupational Safety and Health Law;

(e) any natural resource damages; or

(f) any other compliance, corrective, investigative, or remedial measures required under Environmental Law or Occupational Safety and Health Law.

1.21. "Environmental Law"—any Legal Requirement that requires or relates to:

(a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) protecting resources, species, or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention;

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets; or

(i) any legal requirements related to CERCLA, RCRA or applicable and analogous state statutes.

1.22. "Excluded Equipment"—the equipment located in the wheat starch and wheat protein plant, all as set forth in Part 1.22 of the Disclosure Letter, that is part of the facilities at the Plant, which shall remain the sole property of MGPI.

1.23. "Governmental Authorization"—any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

1.24. "Governmental Body"—any:

(a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;

(b) federal, state, local, municipal, foreign, or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(d) multi-national organization or body; or

(e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

1.25. "Hazardous Activity"—the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the Plant or any part thereof into the Environment, and any other act, business, operation, or thing that increases the danger, or risk of danger, or poses a risk of harm to persons or property on or off the Plant, or that may affect the value of the Plant or the Company.

1.26. "Hazardous Materials"—any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a

pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor, and asbestos or asbestos-containing materials.

1.27. "Indemnified Party"—as defined in Section 7.8(a).

1.28. "Indemnifying Party"—as defined in Section 7.8(a).

1.29. "Intellectual Property" —all intellectual property, including all:

(a) patents, applications for patents, and rights to apply for patents in any part of the world;

(b) copyrights, design rights, topography rights, Internet domain name registrations, and database rights whether registered or unregistered;

(c) trademark and service mark applications, registered trademarks and service marks, registered designations of origin, registered designations of geographic origin, refilings, renewals and reissues of the foregoing, unregistered trademarks and service marks, including common law trademarks and service marks, rights to trade dress and company names, in each case with any and all associated goodwill; and

(d) all rights in respect of any Know How.

1.30. "IRC"—the Internal Revenue Code of 1986 or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

1.31. "IRS"—the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

1.32. "Knowledge"—an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter. A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving as the President, Chief Financial Officer or Chief Operating Officer of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

1.33. "Know How" —trade secrets and confidential business information including details of supply arrangements, customer lists and pricing policy; sales targets, sales statistics, market share statistics, marketing surveys and reports; unpatented technical and other information that is not publicly available including inventions, discoveries, processes and procedures, ideas, concepts, formulae, notebooks, specifications, procedures for experiments and tests and results of experimentation and testing; information comprised in software and materials; together with all common law or statutory rights protecting the same and any similar or analogous rights to any of the foregoing whether arising or granted under any Laws.

1.34. "Known Environmental Condition"—any Hazardous Activity or Release of Hazardous Materials actually or constructively known by any current or former officer, director,

employee or agent of Seller at the time of Closing, or referenced in any documents maintained by or provided to Seller or any Governmental Body, including, but not limited to those documents posted in the electronic data room created in connection with the transaction contemplated by this Agreement and the Enercon Phase I and II Environmental Site Assessments, each dated November 18, 2009.

1.35. "Law" —any statute, law, ordinance, decree, order, injunction, rule, directive, or regulation of any Governmental Body or quasi-governmental authority, and includes rules and regulations of any regulatory or self-regulatory authority compliance with which is required by any of the foregoing.

1.36. "Leased Equipment"—the equipment described in Part 1.36 of the Disclosure Letter, comprised of two forklifts, a front-end loader and a skid steer loader, which will be leased to the Company pursuant to a services agreement.

1.37. "Legal Requirement"—any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

1.38. "MGPI" —as defined in the Preamble to this Agreement.

1.39. "MGPI Closing Documents" —as defined in Section 3.2.

1.40. "Occupational Safety and Health Law"—any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

1.41. "Order"—any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

1.42. "Organizational Documents"—(a) the articles or certificate of formation and the limited liability company agreement or operating agreement of a limited liability company; (b) the articles or certificate of incorporation and the bylaws of a corporation; (c) the partnership agreement and any statement of partnership of a general partnership; (d) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

1.43. "Permits" —defined in the Recitals to this Agreement.

1.44. "Permitted Encumbrances"—(i) any liens for current taxes and special assessments, if any, not yet due to the extent set forth in Part 3.3 of the Disclosure Letter; (ii) existing Encumbrances that are set forth in Part 3.3 of the Disclosure Letter; (iii) minor imperfections of title, if any, none of which is substantial in amount, materially detracts from the value or impairs the use of the property subject thereto, or impairs the operations of the

Company, and (iv) zoning laws and other land use restrictions that do not impair the present use of the property or the conduct of the Business.

1.45. "Person"—any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture,

estate, trust, association, organization, labor union, or other entity or Governmental Body.

1.46. "Plant"—the alcohol production facility located at 1301 S. Front Street, Pekin, Illinois 61554 (as more particularly described on the attachedExhibit A), including all related real estate, improvements, equipment and other real and personal property at such location, other than the Excluded Equipment.

1.47. "Proceeding"—any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

1.48. "RCRA" —the Resource Conservation and Recovery Act, 42 U.S.C. Section 6973 et seq., as amended.

1.49. "Reasonable Efforts"—the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible; *provided, however*, that an obligation to use Reasonable Efforts under this Agreement does not require the Person subject to that obligation to take actions that would result in a materially adverse change in the benefits to such Person of this Agreement and the transactions contemplated hereby.

1.50. "Related Person"—with respect to a particular individual:

(a) each other member of such individual's Family;

(b) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family;

(c) any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and

(d) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor, or trustee (or in a similar capacity).

With respect to a specified Person other than an individual:

(e) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person;

(f) any Person that holds a Material Interest in such specified Person;

(g) each Person that serves as a director, officer, partner, executor, or trustee of such specified Person (or in a similar capacity);

(h) any Person in which such specified Person holds a Material Interest;

(i) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and

(j) any Related Person of any individual described in clause (b) or (c).

For purposes of this definition, (a) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree, and (iv) any other natural person who resides with such individual, and (b) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 10% of the outstanding equity securities or equity interests in a Person.

1.51. "Release"—any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the Environment, whether intentional or unintentional.

1.52. "Representative"—with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

1.53. "Subsidiary"—with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the Owner or one or more of its Subsidiaries.

1.54. "Tax" or "Taxes" —(i) any and all federal, state, provincial, local, municipal and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities of any kind, including taxes or other charges based upon or measured by gross receipts, income, profits, sales, capital, use and occupation, admission, entertainment and value added, goods and services, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, personal property, excise, duty, customs, Pension Benefit Guaranty Corporation premiums and real estate taxes, together, in each case, with all interest, penalties and additions imposed with respect to such amounts; (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iii) any liability for the payments of the amounts of the types described in clause (i) or (ii) as a result of being a transferee of, or a successor in interest to, any Person or as a result of an express or implied obligation to indemnify any Person (other than an indemnification obligation arising under this Agreement).

1.55. "Tax Return"—any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax, including Taxes payable by, pursuant to or in

connection with employee benefit plans or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

1.56. "Threat of Release"—a substantial likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

1.57. "Third Person"—as defined in Section 7.8(b).

1.58. "Third Person Claim"—as defined in Section 7.8(b).

1.59. "Threatened"—a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

1.60. "Transaction Taxes"—as defined in Section 5.1(a).

1.60 "Unknown Environmental Condition" —any Hazardous Activity or Release of Hazardous Materials which is not a Known Environmental Condition and which originated (in whole or in part) at any time prior to Closing.

ARTICLE II

CONTRIBUTION

2.1. Contribution of Plant. Upon the terms and subject to the conditions set forth in this Agreement, MGPI shall and does hereby contribute, convey, assign, and transfer to the Company, and the Company shall and does hereby acquire and accept from MGPI, the Contributed Assets. MGPI shall and does hereby agree to deliver to the Company on the Effective Date, (i) a special warranty deed, in form and substance reasonably satisfactory to the Company, with respect to the real property comprising the Plant, (ii) an assignment of lease, in form and substance reasonably satisfactory to the Company, with respect to the Lease Agreement dated December 16, 1993, by and between MGPI (successor-in-interest to Midwest Grain Products, Inc.) and Ameren Energy Resources Generating Company (successor-by-assignment to CILCORP Development Services Inc.), and (iii) a general bill of sale, in form and substance reasonably satisfactory to the Company, with respect to all other Plant assets and the Permits. In addition, on the Effective Date, MGPI shall cause at MGPI's sole cost and expense, a title company reasonably acceptable to the Company, to issue (or irrevocably and unconditionally commit to issue in writing) an owner's policy of title insurance insuring title to the real property comprising the Plant in the Company, subject only to the Permitted Exceptions, and in such form and with such coverages (including, without limitation, by endorsements) as reasonably acceptable to the Company and in an amount reasonably acceptable to MGPI and the Company. MGPI hereby agrees to, from time to time, at the reasonable request of the Company, its successors and assigns, execute and deliver such other instruments of conveyance and transfer

and other documents and take such other actions as may be reasonably necessary to more effectively consummate the contribution of the Contributed Assets to the Company consistent with the terms hereof. Such documents may include, without limitation, affidavits, evidence of title, evidence of authority, certificates of good standing, resolutions, consents and the like from MGPI or other third parties as may be required by the aforementioned title company or as may be reasonably requested by the Company.

2.2. Resulting Capital Account. It is agreed that the value of the Contributed Assets and MGPI's corresponding initial capital account balance in the Company is Thirty Million Dollars ($30,000,000).

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF MGPI

MGPI represents and warrants to the Company as follows:

3.1. Organization and Good Standing. MGPI is a corporation duly organized, validly existing, and in good standing under the laws of Kansas, with all requisite entity power and authority to conduct the Business, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. MGPI is duly qualified to do business as a foreign corporation and is in good standing under the laws of Illinois, the only jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification.

3.2. Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of MGPI, enforceable against MGPI in accordance with its terms, subject to the application of any laws relating to bankruptcy, insolvency or the rights of creditors generally. Upon the execution and delivery by MGPI of the documents required to be executed and delivered by it in Section 2.1 (collectively, the "MGPI Closing Documents"), the MGPI Closing Documents will constitute the legal, valid, and binding obligations of MGPI, enforceable against MGPI in accordance with their respective terms, subject to the application of any laws relating to bankruptcy, insolvency or the rights of creditors generally. MGPI has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and the MGPI Closing Documents and to perform its obligations under this Agreement and the MGPI Closing Documents, subject to the application of any laws relating to bankruptcy, insolvency or the rights of creditors generally.

(b) Except as set forth in Part 3.2 of the Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation or performance of any of the transactions contemplated hereby will, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of MGPI, or (B) any resolution adopted by the board of directors or shareholders of MGPI;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which MGPI, or any of the Contributed Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by MGPI or that otherwise relates to any of the Contributed Assets;

(iv) contravene, conflict with, or result in a violation or Breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Applicable Contract; or

(v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Contributed Assets.

(c) Except as set forth in Part 3.2 of the Disclosure Letter, MGPI is not nor will it be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

3.3. Title to Properties; Encumbrances.

(a) Part 3.3 of the Disclosure Letter contains a complete and accurate list of the Contributed Assets. MGPI will deliver or make available to the Company copies of the deeds and other instruments (as recorded) by which the Company will acquire such real property and interests pursuant to this Agreement, and copies of all title insurance policies, opinions, abstracts, and surveys in the possession of MGPI relating to such property or interests. Except with respect to Permitted Encumbrances, MGPI is the sole and exclusive owner of all right, title and interest in and to all of the real property comprising the Plant. Except with respect to the steam boiler at the Plant or the Permitted Encumbrances, MGPI is the sole and exclusive owner of all right, title and interest in and to or has the lawful right to use all of the personal and other property (whether tangible or intangible) located at the Plant. Except for any investment needed to acquire inventory and other materials and parts necessary to restart the Plant, the Plant contains all equipment necessary for the Company to conduct the Business after the Closing Date. Except for Permitted Encumbrances, the Contributed Assets are free and clear of all Encumbrances and are not, in the case of real property, subject to any leases, licenses, rights to acquire or occupy, covenants, agreements, encumbrances, rights of way, building use restrictions, exceptions, variances, reservations, limitations or other Encumbrances of any nature, recorded and, to the Knowledge of the MGPI, unrecorded. Except as set forth in Part 3.3 of the Disclosure Letter, MGPI does not lease (as the lessor), sublease or permit any third party to occupy or use the Plant.

(b) Except for "cap and trade" carbon emission legislation, to the Knowledge of the MGPI, there is no pending, proposed or Threatened change in any code, ordinance, regulation, standard or zoning classification which would, or may reasonably be expected to have, an material adverse effect on the Plant.

(c) There is no pending or, to the Knowledge of MGPI, Threatened condemnation proceeding against the Plant. To the Knowledge of MGPI, no part of any improvements on the Plant encroaches upon any property adjacent thereto or upon any easement, nor is there any encroachment or overlap upon the Plant other than Permitted Encumbrances.

(d) Except as set forth in Part 3.3 of the Disclosure Letter: (i) the Plant is not located within any flood plain, flood area, wetlands or conservation area or subject to any similar type of restriction for which any permits necessary to the use thereof by the Company have not been obtained; (ii) to the Knowledge of MGPI, the current use of the Plant does not violate (A) any instrument of record, any Permitted Encumbrances, or any other agreement affecting the Plant or (B) any applicable Legal Requirements; (iii) all utilities serving the Plant are sufficient and have the capacity to enable the continued operation of the Plant to conduct the Business; (iv) other than commitments to pay property taxes, there are no development agreements or similar agreements (oral or written) with or commitments to governmental authorities, agencies, utilities or quasi-governmental entities with respect to the real property or any portion thereof, including any agreement which imposes an obligation upon MGPI to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Plant, or which requires MGPI to maintain certain employment levels at the Plant; (v) the Plant has reasonable access to public roads and utilities; and (vi) to the Knowledge of MGPI, the Plant and its continued use, occupancy and operation as currently used, occupied and operated, does not in any material respect constitute a nonconforming use under any applicable building, zoning, subdivision and other land use and similar laws, regulations and ordinances.

(e) To the Knowledge of MGPI, there has been no Cleanup performed at the Plant that would entitle a third party to a lien for reimbursement of its Cleanup costs.

3.4. Condition and Sufficiency of Assets. The buildings, plants, structures and equipment of the Plant were structurally sound and in good operating condition and repair at the time the Plant was shutdown in February 2009, ordinary wear and tear excepted. The buildings, plants, structures and equipment of the Plant are structurally sound and in good operating condition and repair in light of the current Plant shutdown. The Contributed Assets are sufficient for the conduct of the Business after the Closing.

3.5. Taxes. Except as set forth in Part 3.5 of the Disclosure Letter:

(a) MGPI has timely filed all Tax Returns required to be filed by it with respect to the Business. All such Tax Returns, as the same may have been amended, are true, complete, and correct. MGPI is not currently the beneficiary of any extension of time within which to file any Tax Return relating to the Business.

(b) All Taxes (whether or not reflected on any Tax Return) owed by MGPI with respect to the Business have been timely and fully paid.

(c) There are no audits or examinations of any Tax Returns of MGPI relating to the Business, pending or Threatened. MGPI is not a party to any action or proceeding by any Tax authority for the assessment or collection of Taxes of the Business, nor has such event been asserted or Threatened.

(d) MGPI, with respect to the Business, has timely and properly withheld and paid to the proper Tax authorities all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, including, but not limited to, amounts required to be withheld under Sections 1441 and 1442 of the IRC (or similar provisions of state, local or foreign Law).

(e) The MGPI, with respect to the Business, has not waived any statutory period of limitations for the assessment of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency other than in the case of any such waivers or extensions in respect of an assessment or deficiency of Tax the liability of which has been satisfied or settled.

(f) No claim has been made by a Tax authority in a jurisdiction where MGPI, with respect to the Business, does not file Tax Returns that the Business is or may be subject to taxation by that jurisdiction.

(g) None of the Contributed Assets (i) is required to be treated as being owned by any other person pursuant to the so-called safe harbor lease provisions of former Section 168(f)(8) of the IRC, (ii) secure any debt the interest on which is tax-exempt under Section 103(a) of the IRC, (iii) is tax-exempt use property within the meaning of Section 168(h) of the IRC, or (iv) is leased pursuant to a section 467 rental agreement within the meaning of Section 467 of the IRC.

(h) MGPI, with respect to the Business, has not agreed to or is required to make any adjustment pursuant to Section 481(a) of the IRC by reason of a change in accounting method initiated by the Business and the MGPI, with respect to the Business, has no knowledge that the IRS has proposed any such adjustment or change in accounting method.

(i) MGPI, with respect to the Business, has no obligation under any Tax indemnity, Tax allocation or sharing agreement or arrangement, and after the Closing Date, MGPI, with respect to the Business, will not be a party to, bound by or have any obligation under any Tax allocation or Tax sharing agreement or arrangement, or have any liability thereunder, for amounts due in respect of periods prior to and including the Closing Date. None of the Contributed Assets is a Tax indemnity, Tax allocation or sharing agreement or arrangement.

(j) There are no Liens related to Taxes on any of the Contributed Assets, other than for current Taxes not yet due and payable.

(k) MGPI, with respect to the Business, is not a party to any agreement, contract, arrangement or plan that has resulted, or would result, in a payment that would not be

fully deductible as a result of Section 280G of the IRC or any similar provision of state, local or foreign Law. There is no agreement that binds MGPI, with respect to the Business, to be liable for an amount based on an excise tax to the recipient of such payment pursuant to Section 4999 of the IRC.

(l) MGPI, with respect to the Business, will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) "closing agreement" as described in Section 7121 of the IRC (or any corresponding or similar provision of state, local or foreign income Tax Law) executed on or prior to the Closing Date; (ii) installment sale or open transaction disposition made on or prior to the Closing Date; or (iii) prepaid amount received on or prior to the Closing Date.

(m) The Contributed Assets have never been financed with or directly or indirectly secure any industrial revenue bonds or debt the interest on which is tax-exempt under Section 103(a) of the IRC. MGPI, with respect to the Business, is not a borrower or guarantor of any outstanding industrial revenue bonds, and is not a principal user or related person to any principal user (within the meaning of Section 144(a) of the IRC) of any property that has been financed or improved with the proceeds of any industrial revenue bonds.

(n) None of the Contributed Assets are a partnership interest or other arrangement or contract that could be treated as a partnership for federal income tax purposes.

(o) MGPI, with respect to the Business, does not have any liability for the Taxes of any Person as a transferee or successor, by contract or otherwise.

(p) MGPI, with respect to the Business, is not liable for Taxes (other than any accrued Taxes not yet due and payable) to any foreign taxing authority and do not have and has not had a permanent establishment in any foreign country, as defined in any applicable tax treaty or convention between the United States and such foreign country.

(q) True, correct and complete copies of all income Tax Returns, tax examination reports and statements of deficiencies assessed against, or agreed to of MGPI, with respect to the Business, with respect to the five (5) taxable years prior to December 31, 2008 with the Internal Revenue Service or any taxing authority have been delivered to the Company.

3.6. Compliance with Legal Requirements; Governmental Authorizations.

(a) Except as set forth in Part 3.6 of the Disclosure Letter:

(i) The Plant is not in violation of any material Legal Requirement that is applicable to it or to its operation, subject to obtaining all Governmental Authorizations required after transfer of the Plant to the Company as contemplated hereby; and

(ii) MGPI has not received, at any time since January 1, 2008, any written notice or other communication from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure

to comply with, any Legal Requirement, or to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Part 3.6 of the Disclosure Letter contains a complete and accurate list of each Governmental Authorization included in the Contributed Assets or that otherwise relates to the Plant. Part 3.6 of the Disclosure Letter specifically identifies and distinguishes each such Governmental Authorization required to operate the Plant that is not included in the Contributed Assets. The Governmental Authorizations listed in Part 3.6 of the Disclosure Letter collectively constitute all of the Governmental Authorizations necessary to permit the Company (i) to lawfully conduct and operate the Business in the manner the Company anticipates conducting and operating the Business and (ii) to own and use the Plant in accordance with MGPI's historical use.

3.7. Legal Proceedings; Orders.

(a) There is no pending Proceeding:

(i) that has been commenced by or against MGPI (with respect to the Business) or that otherwise relates to or may affect the Business or any of the Contributed Assets; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated hereby.

(b) Except as set forth in Part 3.7 of the Disclosure Letter, there is no Order to which MGPI (with respect to the Business), or any of the Contributed Assets, are subject.

3.8. Environmental Matters. Except as set forth in Part 3.8 of the Disclosure Letter:

(a) The Plant is, and at all times has been, in full compliance with all Environmental Laws. MGPI has properly obtained and is in compliance with all Governmental Authorizations and has properly made all filings with and submissions to any Governmental Body or other authority required pursuant to any Environmental Law. No deficiencies have been asserted by any such Governmental Body with respect to such items.

(b) MGPI has not received any actual or Threatened order, notice, notification, demand, request for information, citation, summons or order or other communication from (i) any Governmental Body or private citizen, (ii) the current or prior owner or operator of the Plant, or (iii) any Person of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to the Plant. In addition, no complaint has been filed, no penalty has been assessed, and no investigation, action, claim, suit, proceeding or review (or any reasonable basis therefor) is pending or, to the Knowledge of the MGPI, is Threatened by any Governmental Authority or other Person relating to the Plant relating to or arising out of any Environmental Law or relating to any Environmental, Health, and Safety Liabilities.

(c) There has been no Release of any Hazardous Materials on, beneath, above, into, at or from the Plant or into the Environment.

(d) There are no Environmental, Health, and Safety Liabilities regarding or relating to the Plant of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise arising under or relating to any Environmental Law or any Hazardous Materials and there is no condition, situation or set of circumstances that could reasonably be expected to result in or be the basis for any Environmental, Health, and Safety Liabilities regarding or relating to the Plant.

(e) No Hazardous Materials are present in, on, under or at the Plant.

(f) MGPI has not transported, stored, used, manufactured, disposed of, sold, released or exposed its employees or any other Person to any Hazardous Materials, or arranged for the disposal, discharge, storage or release of any Hazardous Materials, and does not currently engage in any of the foregoing activities, in violation of any applicable Environmental Law.

(g) There are and have been no asbestos fibers or materials, lead, polychlorinated biphenyls, or underground storage tanks or related piping on or beneath the Plant.

(h) There has been no environmental investigation, study, audit, test, report, review or other analysis conducted regarding the Plant or any part thereof that identifies any actual or potential Hazardous Materials, Release, or Environmental, Health, and Safety Liabilities regarding or related to the Plant that has not been provided to the Company prior to the date of this Agreement.

(i) MGPI has never received from any Person any notice of nor does MGPI have any Knowledge of any past, present or anticipated future events, conditions, circumstances, activities, practices, incidents, actions, agreements or plans that could: (i) interfere with, prevent, or increase the costs of compliance or continued compliance with any Environmental Law or any renewal or transfer thereof of any Environmental Law; (ii) make more stringent any restriction, limitation, requirement or condition under any permit or any other Environmental Law in connection with the ownership, use, or operation at or on the Plant; or (iii) give rise to any Environmental, Health, and Safety Liabilities or form the basis of any civil, criminal or administrative action, suit, summons, citation, complaint, claim, notice, demand, request, judgment, order, lien, proceeding, hearing, study, inquiry or investigation involving the Plant or MGPI, based on or related to any Environmental Law or to the presence, manufacture, generation, refining, processing, distribution, use, sale, treatment, recycling, receipt, storage, disposal, transport, handling, emission, discharge, release or threatened release of any Hazardous Materials.

(j) The Plant and all of its current and previous conditions on and uses of, do not cause and have not caused any Environmental, Health, and Safety Liabilities or any other liability to be incurred by MGPI under any present and future Environmental Law, including, without limitation, CERCLA.

(k) No expenditure will be required in order for MGPI to comply with any Environmental Law in effect at the time of the Closing in connection with the operation or continued operation of the Plant in a manner consistent with the prior, current or anticipated ownership, use, or operation thereof by MGPI or the Company.

3.9. Intellectual Property.

(a) Part 3.9 of the Disclosure Letter accurately describes and lists all (i) Intellectual Property owned by MGPI necessary to conduct the Business as proposed to be conducted and (ii) all Intellectual Property licensed by MGPI and material to the Business (the "Business IP").

(b) Except as set forth in Part 3.9 of the Disclosure Letter:

(i) MGPI is the sole owner of the Business IP identified as owned by it, free and clear of all Liens, and all such items are valid and subsisting;

(ii) The Business IP is valid and enforceable and encompasses all Intellectual Property rights necessary for the operation of the Business as proposed to be conducted;

(iii) MGPI and, to MGPI's Knowledge, the owners of the Business IP licensed to MGPI have taken all actions necessary to maintain and protect the Business IP;

(iv) There has been no claim made or, to MGPI's Knowledge, Threatened against MGPI asserting the invalidity, misuse or unenforceability of any of the Business IP or challenging MGPI's right to use or ownership of any of the Business IP, and there are no valid grounds for any such claim or challenge;

(v) No loss of any of the Business IP is pending or, to MGPI's Knowledge, Threatened;

(vi) The consummation of the transactions contemplated by this Agreement will not alter, impair or extinguish any rights in and to any of the Business IP except to the extent such rights are transferred to the Company;

(vii) There exists no restriction on the use of the Business IP, or on the transfer of any rights of in and to any of the Business IP, and the Company has the right to use each item of Business IP without obligations to third parties;

(viii) To MGPI's Knowledge, the conduct of the Business and the ownership, production, purchase, sale, licensing and use of the Company's products (in the manner the Company anticipates conducting and operating the Business) will not contravene, conflict with, violate or infringe upon any Intellectual Property of a Third Person or the terms of any license with respect thereto, and no proprietary information or trade secret included in the Contributed Assets has been misappropriated by MGPI from any Third Person; and

(ix) The Business IP and the products of the Business are not subject to a current claim of infringement, interference or unfair competition or other similar claim and, to MGPI's Knowledge, the Business IP is not being infringed upon or violated by any Third Person.

3.10. Labor Relations; Compliance. Except as set forth on Part 3.10 of the Disclosure Letter, since January 1, 2008 MGPI has not been or nor is a party to any collective bargaining or other labor Contract nor is MGPI a successor to any such Contract or any other labor obligation or liability required by Law or otherwise. Except as

set forth on Part 3.10 of the Disclosure Letter, since January 1, 2008, there has not been, and there is not presently pending or existing, (a) any strike, slowdown, picketing, work stoppage, or employee grievance process, (b) any Proceeding against or affecting MGPI (with respect to the Business) relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, federal Department of Labor (wage and hour), Office of Federal Contract Compliance Programs (affirmative action/equal opportunity), or any comparable Governmental Body, organizational activity, or other labor or employment dispute against or affecting MGPI, or (c) any application for certification of a collective bargaining agent. MGPI is not liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any Legal Requirements related to employment matters.

3.11. Brokers or Finders. Except for the fees of BMO Capital to be paid by MGPI, MGPI has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to MGPI as follows:

4.1. Due Organization; Existence; Good Standing; Enforceability.

(a) The Company is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware. The Company is a newly formed limited liability company without any property or assets or operations other than its initial capitalization.

(b) This Agreement has been duly and validly executed and delivered by the Company and (assuming due authorization, execution, and delivery by the other signatories to this Agreement) this Agreement constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms.

4.2. Capitalization. MGPI will be the sole member of the Company on the Effective Date.

ARTICLE V

COVENANTS

5.1. Taxes Matters.

(a) Any sales, use, transfer, documentary, registration, stamp, duties, gains, recording, and other similar taxes (including related penalties (civil or criminal), additions to tax and interest) imposed by any governmental authority with respect to the transactions contemplated by this Agreement ("Transaction Taxes") shall be the sole obligation of MGPI. MGPI shall provide written notice to the Company of the payment of and/or a written response to the Company upon any request for information regarding the status of any Transaction Taxes. MGPI shall be responsible for (i) administering the payment of such Transaction Taxes, (ii) defending or pursuing any proceedings related thereto, and (iii) paying any expenses related thereto.

(b) All Taxes applicable to or payable with respect to with the Business or the Contributed Assets in respect of any taxable periods ending on or before the Closing Date are the responsibility of and shall be paid by MGPI. Taxes relating to any taxable period commencing prior to and ending after the Closing Date (a "Straddle Period") shall be pro-rated between MGPI and the Company at Closing; such Taxes for the taxable period through the Closing Date are the responsibility of MGPI and such Taxes for the taxable period after the Closing Date are the responsibility of the Company. If the amount of any such item is not ascertainable on the Closing Date, the credit therefor shall be based on the most recent available bill, subject to reconciliation after the Closing Date when the actual bills are available. For the purposes of this Section 5.1(b), in the case of any Taxes that are imposed on a periodic basis and are payable for a taxable period that includes but does not end as of the Closing Date, the portion of such tax that relates to the portion of such taxable period ending as of the Closing Date shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending as of the Closing Date and the denominator of which is the number of days in the entire taxable period.

5.2. Excluded Equipment. Unless otherwise agreed by MGPI and the Company, MGPI shall be entitled to store the Excluded Equipment rent-free in its current location at the Plant until the later of (but no event longer than three years from the Closing Date): (i) the first anniversary of this Agreement; and (ii) the Company securing a commercial use of the Plant space where such Excluded Equipment is currently stored. MGPI shall be entitled to enter the Plant during normal business hours and with reasonable prior notice to maintain and remove the Excluded Equipment.

5.3. General Cooperation. If, at any time after the Effective Date, any further actions are necessary, advisable, or desirable to carry out the purposes of this Agreement and to consummate the transactions, each of the parties hereto will take such further actions (including the execution and delivery of such further instruments and documents) as any other party hereto may reasonably request, all at the sole cost and expense of the requesting party.

ARTICLE VI

CONDITIONS PRECEDENT TO EFFECTIVENESS OF THIS AGREEMENT

6.1. Conditions Precedent to the Company's Obligations to Consummate Transactions. The effectiveness of this Agreement and the Company's obligations hereunder shall and are hereby subject to the satisfaction, on or prior to the Effective Date, of each of the following conditions precedent (any of which may be waived in writing by the Company in its sole discretion):

(a) Conveyance of Plant. MGPI shall have conveyed title to the Plant to the Company, subject only to the Permitted Encumbrances.

(b) Absence of Proceedings. No Proceeding by any Governmental Entity or other Person shall be pending or Threatened which: (i) is likely to have a Material Adverse Effect; or (ii) seeks to or could enjoin, restrain, prohibit, or invalidate, or could result in substantial damages in respect of, any provision of this Agreement or the consummation of the Transactions.

(c) Bankruptcy; Solvency. Neither the Company nor MGPI shall: (i) be involved in any Proceeding by or against the Company as a debtor before any Governmental Entity under Title 11 of the United States Bankruptcy Code or any other insolvency or debtors' relief Law, or for the appointment of a trustee, receiver, liquidator, assignee, sequestrator, or other similar official of the Company or MGPI, as applicable, or for a substantial part of the Company's or MGPI's, as applicable,

property or assets; or (ii) be insolvent or be rendered insolvent by any of the Transactions.

6.2. Conditions to MGPI's Obligation to Consummate Transactions. The effectiveness of this Agreement and MGPI's obligations hereunder shall and are hereby subject to the reasonable satisfaction, on or prior to the Effective Date, of each of the following conditions precedent (any of which may be waived in writing by MGPI in its sole discretion):

(a) Consents. MGPI shall have received for the holders of the Permitted Encumbrances such consents, releases and other approvals which MGPI determines to be sufficient to enable MGPI to transfer the Plant to the Company without creating a Breach or default under any contract or commitment of MGPI.

ARTICLE VII

INDEMNIFICATION

7.1. Survival; Right to Indemnification Not Affected by Knowledge. All representations, warranties, covenants, and obligations in this Agreement, the Disclosure Letter, the supplements to the Disclosure Letter, and any other certificate or document delivered pursuant to this Agreement will survive the Closing. The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or

compliance with, any such representation, warranty, covenant, or obligation, except to the extent the recipient of such representation and warranty has Knowledge (i) of the inaccuracy and (ii) that such inaccuracy was likely to cause damage without disclosing such Knowledge to the party giving the representation and warranty prior to the Closing Date.

7.2. Indemnification and Payment of Damages by MGPI.

(a) MGPI will indemnify, defend and hold harmless the Company and its Representatives, members, controlling persons, and affiliates (collectively, the "Company Indemnified Persons") for, and will pay to the Company Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(i) any Breach of any representation or warranty made by MGPI in this Agreement (after giving effect to any supplement to the Disclosure Letter), the Disclosure Letter, the supplements to the Disclosure Letter, or any other certificate or document delivered by MGPI pursuant to this Agreement;

(ii) any Breach by MGPI of any covenant or obligation of MGPI in this Agreement; or

(iii) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with MGPI (or any Person acting on its behalf) in connection with any of the transactions contemplated hereby.

(b) Except in the case of fraud, intentional misrepresentation, willful misconduct or the indemnification provided under Section 7.3, the remedies provided in this Section 7.2 will be the exclusive remedy available to the Company and the other the Company Indemnified Persons with respect to condition of the Plant and the transactions contemplated hereby.

7.3. Indemnification and Payment of Damages by MGPI — Environmental Matters.

(a) MGPI will release, indemnify, defend and hold harmless the Company and the other Company Indemnified Persons for, and will pay to the Company and the other Company Indemnified Persons the amount of, any Damages (including costs of cleanup, containment, or other remediation) and any Environmental Health and Safety Liabilities arising, directly or indirectly, from or in connection with each of the following:

(i) any violations or alleged violations of Environmental Law relating to the Plant or the Business originating (in whole or in part) prior to Closing or in connection with the recommencement of production operations at the Plant subsequent to Closing.

(ii) any bodily injury (including illness, disability, and death, and regardless of when any such bodily injury occurred, was incurred, or manifested

itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any Person, including any employee or former employee of MGPI, in any way arising from or allegedly arising from any Hazardous Activity conducted or allegedly conducted with respect to the Plant or the operation of the Company prior to the Closing Date, or from Hazardous Material that was (A) present or suspected to be present on or before the Closing Date on, under or from the Plant or (B) Released or allegedly Released by MGPI, at any time on or prior to the Closing Date.

(iii) any Known Environmental Condition (to the extent not covered by Sections 7.3(a)(i) or (ii)): (A) where MGPI, the Plant or the Company is required by an Environmental Law or a Governmental Body to Cleanup such Known Environmental Condition; or (B) arising out of or in response to any actual or Threatened claim, allegation, or Proceeding by any third party, including, but not limited to, a Governmental Body. MGPI's indemnity obligation under this Section 7.3(a)(iii) for Damages related to the diminution of the fair market value of the Plant shall be limited to 50% of such Damages *provided* that MGPI undertakes and completes in an expeditious manner all Cleanup of the Plant associated with the Environmental, Safety and Health Liability at issue, by entering the Plant into the Illinois Site Remediation Program (or a substantially similar program if the Site Remediation Program is not in existence at such time) and obtaining a "No Further Remediation" Letter from the applicable Governmental Body (currently, the Illinois Environmental Protection Agency) such that the Known Environmental Condition at the Plant is Cleaned-up to cleanup standards published by the applicable Governmental Body applicable to commercial or industrial property and MGPI shall not impose upon the Plant any institutional, engineering, or land use controls except to the extent approved in advance in writing by the Company, in its reasonable discretion.

(iv) any Known Environmental Condition (to the extent not covered by Sections 7.3(a)(i), (ii), or (iii)): (A) where MGPI, the Plant or the Company is not required by an Environmental Law or a Governmental Body to Cleanup such Known Environmental Condition; or (B) which does not arise out of or is not in response to any actual or Threatened claim, allegation, or Proceeding by any Third Person, including, but not limited to, a Governmental Body. MGPI's indemnity obligation under this Section 7.3(a)(iv) shall be limited to 50% of any such Damages or Environmental Health and Safety Liabilities.

(v) any Unknown Environmental Condition (to the extent not covered by Sections 7.3(a)(i) or (ii)): (A) where MGPI, the Plant or the Company is required by an Environmental Law or a Governmental Body to Cleanup such Unknown Environmental Condition; or (B) arising out of or in response to any actual or Threatened claim, allegation, or Proceeding by any Third Person, including, but not limited to, a Governmental Body. MGPI's indemnity obligation under this Section 7.3(a)(v) for Damages related to the diminution of the fair market value of the Plant shall be limited to 50% of such Damages *provided* that MGPI undertakes and completes in an expeditious manner all

Cleanup of the Plant associated with the Environmental, Safety and Health Liability at issue, by entering the Plant into the Illinois Site Remediation Program (or a substantially similar program if the Site Remediation Program is not in existence at such time) and obtaining a "No Further Remediation" Letter from the applicable Governmental Body (currently, the Illinois Environmental Protection Agency) such that the Unknown Environmental Condition at the Plant is Cleaned-up to cleanup standards published by the applicable Governmental Body applicable to commercial or industrial property and Seller shall not impose upon the Plant any institutional, engineering, or land use controls except to the extent approved in advance in writing by Buyer, in its reasonable discretion.

(vi) any Unknown Environmental Condition (to the extent not covered by Sections 7.3(a)(i), (ii), or (v)): (A) where Buyer, Seller, the Plant or the Company is not required by an Environmental Law or a Governmental Body to Cleanup such Unknown Environmental Condition; or (B) which does not arise out of or is not in response to any actual or Threatened claim (including any claim which could legally be lodged but has not been Threatened), allegation, or Proceeding by any Third Person, including, but not limited to, a Governmental Body. MGPI's indemnity obligation under this Section 7.3(a)(vi) shall be limited to 50% of any such Damages or Environmental Health and Safety Liabilities.

(b) Subject to the above and MGPI providing prompt prior written notice to the Company of any Cleanup or any Proceeding related thereto, MGPI will be entitled to control any Cleanup, any related Proceeding, and, except as provided in the following sentence, any other Proceeding with respect to which indemnity may be sought under this Section 7.3. The procedure described in Section 7.8 will apply to any claim solely for monetary damages relating to a matter covered by this Section 7.3.

(c) Any indemnification with respect to environmental matters that could be brought under this Section 7.3 shall be governed by this Section 7.3 and not by Section 7.2 as it relates to a Breach of Section 3.8 caused by such environmental matter; *provided*, that the foregoing limitation shall not affect the Company's right to seek indemnification pursuant to Section 7.2 for any Breach of Section 3.8 not addressed by this Section 7.3.

7.4. Indemnification and Payment of Damages by the Company. The Company will indemnify, defend and hold harmless MGPI, and will pay to MGPI the amount of any Damages arising, directly or indirectly, from or in connection with (a) any Breach of any representation or warranty made by the Company in this Agreement or in any certificate delivered by the Company pursuant to this Agreement, or (b) any Breach by the Company of any covenant or obligation of the Company in this Agreement.

7.5. Time Limitations. Except with respect to Sections 3.5 (Taxes) and 3.8 (Environmental Matters) (which will survive Closing through the applicable statute of limitations), if the Closing occurs, MGPI will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the Closing Date, unless on or before the second anniversary of the Closing Date, the Company notifies MGPI of a claim specifying the factual basis of that claim in

reasonable detail to the extent then known by the Company; a claim for indemnification or reimbursement based upon any covenant or obligation to be performed and complied with after the Closing Date may be made at any time. If the Closing occurs, the Company will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the Closing Date, unless on or before the second anniversary of the Closing Date MGPI notifies the Company of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by MGPI.

7.6. Limitations on Amount — MGPI. Except with respect to Sections 3.5 (Taxes) and 3.8 (Environmental Matters) (which will survive Closing through the applicable statute of limitations and any claim on which shall not be subject to this Section 7.6), MGPI will have no liability (for indemnification or otherwise) with respect to the matters described in clause (a)(i) or clause (a)(ii) of Section 7.2 until the total of all Damages with respect to such matters exceeds $150,000, and then to the full extent of all such Damages, up to a maximum of $30,000,000. Notwithstanding anything herein to the contrary, MGPI will have no liability (for indemnification or otherwise) with respect to this Agreement or the transactions contemplated hereby in excess of $30,000,000 other than in the case of a claim for Breach of Section 3.5 (Taxes) or Section 3.8 (Environmental Matters) or a claim under Section 7.3. However, this Section 7.6 will not apply (i) in the case of fraud, willful misconduct or intentional misrepresentation by MGPI and (ii) to any Breach of any of MGPI's representations and warranties of which MGPI had Knowledge at any time prior to the date on which such representation and warranty is made, and MGPI will be liable for all Damages with respect to such Breaches.

7.7. Limitations on Amount — the Company. The Company will have no liability (for indemnification or otherwise) with respect to the matters described in Section 7.4 until the total of all Damages with respect to such matters exceeds $150,000, and then to the full extent of all such Damages, up to a maximum of $30,000,000. However, this Section 7.7 will not apply to any Breach of any of the Company's representations and warranties of which the Company had Knowledge at any time prior to the date on which such representation and warranty is made or any intentional Breach by the Company of any covenant or obligation, and the Company will be liable for all Damages with respect to such Breaches.

7.8. Procedure for Indemnification.

(a) Promptly after receipt by an indemnified party under Section 7.2, 7.4, or (to the extent provided in the last sentence of Section 7.3(c)) Section 7.3 of notice of the commencement of any Proceeding against it, such party seeking indemnification (the "Indemnified Party") shall give written notice to the indemnifying party (the "Indemnifying Party") specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted; *provided*, that the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party is prejudiced by the Indemnified Party's failure to give such notice.

(b) If any Proceeding referred to in Section 7.8(a) is brought against the Indemnified Party by any claimant other than the Indemnifying Party (a "Third Person"), the

Indemnified Party shall give reasonably prompt notice to the Indemnifying Party of the commencement of such Proceeding after such commencement is actually known to the Indemnified Party; *provided*, that the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party is prejudiced by the Indemnified Party's failure to give such notice. The Indemnifying Party will be entitled to, upon

written notice to the Indemnified Party, and using counsel reasonably satisfactory to the Indemnified Party, to assume the defense, investigate, contest or settle such Proceeding brought by such Third Person (a "Third Person Claim"); *provided* that the Indemnifying Party has unconditionally acknowledged to the Indemnified Party in writing its obligation to indemnify the Persons to be indemnified hereunder with respect to such Third Person Claim and, subject to Sections 7.6 and 7.7, to discharge any cost or expense arising out of such investigation, contest or settlement and *provided* that any settlement shall include an unconditional release of such claim against the Indemnified Party. The Indemnifying Party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party under this ARTICLE VII for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the Indemnified Party in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the Indemnifying Party assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification; and (ii) no compromise or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party. If notice is given to an Indemnifying Party of the commencement of any Proceeding and the Indemnifying Party does not, within ten days after the Indemnified Party's notice is given, give notice to the Indemnified Party of its election to assume the defense of such Proceeding, the Indemnifying Party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the Indemnified Party.

(c) Notwithstanding the foregoing, if an Indemnified Party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the Indemnifying Party will not be bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) Notwithstanding the provisions of Section 8.10 and solely as between MGPI and the Company for purposes of carrying out the intent of this Section 7.8, MGPI and the Company hereby consent to the non-exclusive jurisdiction of any court in which a Proceeding is brought by a Third Person against any Indemnified Party for purposes of any claim that an Indemnified Party may have under this Agreement with respect to such Proceeding or the matters alleged therein.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Expenses. MGPI shall pay for the costs and expenses (including all fees and disbursements of accountants, counsel, and other professionals) incurred by the Company and MGPI in connection with the preparation, negotiation, execution, and delivery of this Agreement and the consummation of the Transactions through the Effective Date. After the Effective Date, each party hereto shall bear its own costs and expenses (including all fees and disbursements of accountants, counsel, and other professionals) of any nature whatsoever in connection with the consummation of the Transactions or otherwise.

8.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of all of the other parties and any attempt to assign this Agreement without such consent shall be void and of no effect. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person, other than the parties and the successors and assigns permitted by this Section, any right, remedy, or claim under or by reason of this Agreement.

8.3. Amendment; Waiver. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge, or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by any of the parties hereto of a Breach of or a default under any of the provisions of this Agreement or a failure to or delay in exercising any right or privilege hereunder, shall not be construed as a waiver of any other Breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

8.4. Entire Agreement. This Agreement (including the Exhibits and Schedules referred to herein or the documents of conveyance delivered hereunder) constitutes the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

8.5. Enforcement of this Agreement. From and after the admission of a member to the Company other than MGPI and notwithstanding anything to the contrary contained in the Limited Liability Company Agreement then governing the Company, MGPI shall have no right to enforce or waive any provision of this Agreement or to take any other action in connection with this Agreement as a Member of, or on behalf of, the Company, and all such rights shall be exercised by such other member or members in its or their sole discretion acting by a majority of the membership interests in the Company (without regard to the membership interests owned or controlled by MGPI).

8.6. Severability. If any provision, including any phrase, sentence, clause, section, or subsection, of this Agreement is invalid, inoperative, or unenforceable for any reason, such circumstances shall not have the effect of rendering such provisions in question invalid, inoperative, or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

8.7. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

8.8. Counterparts. This Agreement may be executed in multiple counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, regardless of whether all of the parties have executed the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.9. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

8.10. Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Illinois, County of Cook, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

8.11. Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of

strict construction shall be applied against any party. Unless otherwise expressly specified in this Agreement: (a) the words "hereof", "hereby", and "hereunder," and correlative words, refer to this Agreement as a whole and not any particular provision; (b) the words "include", "includes", and "including", and correlative words, are deemed to be followed by the phrase "without limitation"; (c) the word "or" is not exclusive and is deemed to have the meaning "and/or"; (d) references in this Agreement to a "party" means the Company or MGPI and to the "parties" means the Company and MGPI; (e) words using the singular or plural number shall also include the plural or singular number, respectively; (f) the section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement; (g) the masculine, feminine, or neuter form of a word includes the other forms of such word and the singular form of a word includes the plural form of such word; (h) references to a Person shall include the successors and assigns thereof; (i) references made in this

Agreement to an Article, Section, Schedule, or Exhibit mean an Article or Section of, or a Schedule or Exhibit to, this Agreement; (j) references to any Contract or other document are to that Contract or document as amended, modified, supplemented, or restated from time to time in accordance with the terms thereof; (k) references to any particular Law means such Law as amended, modified, supplemented, or succeeded, from time to time and in effect at any given time; and (l) and any capitalized term used but not defined in a Schedule or Exhibit to this Agreement shall have the meaning set forth in this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

COUNTERPART SIGNATURE PAGE TO CONTRIBUTION AGREEMENT

IN WITNESS WHEREOF, the Company and MGPI have caused this Agreement to be duly executed and delivered as an instrument under seal as of the Effective Date.

THE COMPANY:

Illinois Corn Processing, LLC.

By: MGP Ingredients, Inc., its sole member

By: /s/ Timothy W. Newkirk
Name: Timothy W. Newkirk
Title: President and CEO

MGPI:

MGP Ingredients, Inc.

By: /s/ Timothy W. Newkirk
Name: Timothy W. Newkirk
Title: President and CEO

EXHIBIT A

LEGAL DESCRIPTION OF PLANT

Tract I:

A part of the Northeast Quarter of Fractional Section 9, and a part of Lots 6 and 8 in the Southeast Quarter of Fractional Section 4, said Lots 6 and 8 being shown on plat recorded on page 57 of Plat Book "B", in the Recorder's Office of Tazewell County, Illinois, all being in Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter of Fractional Section 9; thence South 89 degrees 29 minutes 14 seconds West, along the North line of said Fractional Section 9, a distance of 1,629.48 feet to the place of beginning; thence from said place of beginning South 20 degrees 05 minutes 14 seconds West a distance of 13.41 feet; thence South 86 degrees 48 minutes 22 seconds East a distance of 267.42 feet; thence South 00 degrees 56 minutes 03 seconds West a distance of 159.82 feet to the North line of The Quaker Oats Company by deed recorded in Book 2045, page 72, of the Tazewell County Recorder's Office; thence South 89 degrees 27 minutes 16 seconds West along said North line a distance of 104.33 feet; thence South 00 degrees 56 minutes 03 seconds West along the West line of The Quaker Oats Company property as described in aforementioned deed, a distance of 253.00 feet to the South line of The American Distilling Company property; thence South 89 degrees 27 minutes 16 seconds West along the South line of The American Distilling property, a distance of 850.76 feet to the Southeast corner of a parcel conveyed by The American Distilling Company to Pekin River and Warehouse Terminal, Inc. by deed recorded in Book 2351, page 208, of the Tazewell County Recorder's Office; thence North 25 degrees 40 minutes 22 seconds West along Easterly line of said parcel, a distance of 371.70 feet, thence North 00 degrees 02 minutes 54 seconds West along Easterly line of said parcel, a distance of 106.63 feet to the South line of said Fractional Section 4; thence continuing North 00 degrees 02 minutes 54 seconds along Easterly line of said parcel 77.64 feet to the Northerly corner of Pekin River and Warehouse Terminal Inc. property, and also being a point on the Northwesterly line of Lot 8 as recorded in Plat Book "B", page 57, of the Tazewell County Recorder's Office; thence North 46 degrees 59 minutes 11 seconds East along the Northwesterly line, of said Lot 8 a distance of 1,110.92 feet; thence South 43 degrees 00 minutes 54 seconds East a distance of 280.47 feet; thence South 42 degrees 00 minutes 08 seconds West, a distance of 188.94 feet; thence South 19 degrees 51 minutes 12 seconds West, a distance of 276.07 feet; thence South 69 degrees 54 minutes 46 seconds East, a distance of 148.90 feet; thence South 20 degrees 05 minutes 14 seconds West, a distance of 182.59 feet to the place of beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Tract II:

A part of the Northeast Quarter of Fractional Section 9, and a part of Lots 6 and 8 in the Southeast Quarter of Fractional Section 4, said Lots 6 and 8 being shown on plat

recorded in page 57 of Plat Book “B” in the Recorder’s Office of Tazewell County, Illinois, all being in

Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Fractional Section 4; thence South 89 degrees 29 minutes 14 seconds West, along the South line of the Southeast Quarter of said Fractional Section 4, a distance of 1,020.92 feet to a concrete monument being the Place of Beginning for the Tract herein being described; thence North 37 degrees 03 minutes 04 seconds East a distance of 1,013.11 feet; thence North 57 degrees 55 minutes West a distance of 292.65 feet to the Northwesterly right-of-way line of South Front Street; thence North 29 degrees 56 minutes 48 seconds East, along the Northeasterly right-of-way line of South Front Street, a distance of 481.39 feet to a concrete monument; thence North 46 degrees 54 minutes 36 seconds West a distance of 263.31 feet to a point on the Northeasterly line of Lot 6 as recorded in Plat Book “B”, page 57, of the Tazewell County Recorder’s Office; thence North 24 degrees 46 minutes 48 seconds West, along the Northeasterly line of said Lot 6 a distance of 35.6 feet; thence North 87 degrees 04 minutes 48 seconds West a distance of 214.55 feet to a point on the Northwesterly line of said Lot 6; said point being 200 feet from the Northerly corner of said Lot 6; thence South 46 degrees 59 minutes 11 seconds West, along the Northwesterly line of said Lot 6 and Lot 8 as recorded in Plat Book “B”, page 57 of the Tazewell County Recorder’s Office, a distance of 1,146.23 feet to the Northerly corner of Tract I previously described; thence South 43 degrees 00 minutes 54 seconds East, along said Tract I, a distance of 280.47 feet; thence South 42 degrees 00 minutes 08 seconds West, along said Tract I, a distance of 188.94 feet; thence South 19 degrees 51 minutes 12 seconds West, along said Tract I, a distance of 276.07 feet; thence South 69 degrees 54 minutes 46 seconds East, along said Tract I, a distance of 148.90 feet; thence South 20 degrees 05 minutes 14 seconds West, along said Tract I, a distance of 196.00 feet; thence South 86 degrees 48 minutes 22 seconds East, along said Tract I, a distance of 267.42 feet; thence South 00 degrees 56 minutes 03 seconds West, along said Tract I, a distance of 159.82 feet to the property line of Quaker Oats Company; thence North 89 degrees 27 minutes 16 seconds East, along said property line a distance of 345.67 feet; thence North 00 degrees 56 minutes 03 seconds East, along said property line, a distance of 189.47 feet of the Place of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

LLC INTERESTPURCHASE AGREEMENT

This LLC Interest Purchase Agreement ("Agreement") is made as of November 20, 2009, by **Illinois Corn Processing Holdings LLC**, a Delaware limited liability company ("Buyer"), and **MGP Ingredients, Inc.**, a Kansas corporation ("Seller").

RECITALS

Seller desires to sell, and Buyer desires to purchase, 50% (the "Purchased Interest") of the issued and outstanding limited liability company interest of Illinois Corn Processing, LLC, a Delaware limited liability company (the "Company"), for the consideration and on the terms set forth in this Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"Additional Capital Investment**"—**all additional equity capital contributions and total capital expenditures made by each of Buyer and Seller pursuant to the LLC Agreement.

"Applicable Contract"—any Contract (a) under which the Company has or may acquire any rights, (b) under which the Company has or may become subject to any obligation or liability, or (c) by which the Company or any of the assets owned or used by it is or may become bound.

"Breach"—a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement will be deemed to have occurred if there is or has been (a) any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision, or (b) any claim (by any Person) or other occurrence or circumstance that is or was inconsistent with such representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

"Business" —the business operations, activities, Plant assets and practices associated with the production of fuel ethanol, food grade and industrial grade alcohol and associated by-products at the Plant.

"Buyer"—as defined in the first paragraph of this Agreement.

"Buyer Indemnified Persons" —as defined in Section 10.2.

"Cleanup" — any environmental investigation, cleanup, removal, response, remedial action, corrective action, containment, monitoring, sampling, testing or other remediation or response actions, including related consulting activities. The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. Section 6973 et seq. ("RCRA"), or applicable and analogous state statutes, as each has been amended.

"Closing" —the consummation of the transactions contemplated by this Agreement, as provided in Section 2.3.

"Closing Date"—the date of this Agreement, or such other date as may be agreed by the parties.

"Company"—as defined in the Recitals of this Agreement.

"Consent"—any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

"Contemplated Transactions"—all of the transactions contemplated by this Agreement, including:

(a) the sale of the Purchased Interest by Seller to Buyer;

(b) the execution and delivery at Closing of the LLC Agreement, the Ethanol Off-Take Agreement, the Food Grade Alcohol Off-Take Agreement and the Loan Documents;

(c) the performance by Buyer and Seller of their respective covenants and obligations under this Agreement; and

(d) Buyer's acquisition and ownership of the Purchased Interest.

"Contract"—any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

"Contribution" —the contribution of assets made by the Seller to the Company pursuant to the Contribution Agreement.

"Contribution Agreement" —that certain Contribution Agreement dated this date between Seller and the Company whereby Seller contributed the Plant and related assets to the Company immediately prior to the Closing under this Agreement.

"Damages"—as defined in Section 10.2.

"Disclosure Letter"—the disclosure letter delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement.

"Encumbrance"—any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, security interest, mortgage, indenture, deed of trust, easement, assessment, lease, agreement, license, covenant, levy, or other encumbrance or restriction of any kind, or any

conditional sale agreement, title retention agreement or other agreement to give any of the foregoing, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"Environment"—soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

"Environmental, Health, and Safety Liabilities"—any costs, damages, expenses, liabilities, obligations, fines, penalties, judgments, awards, settlements, claims, demands, in or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

(a) any environmental, health, or safety matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);

(b) legal or administrative proceedings under Environmental Law or Occupational Safety and Health Law;

(c) any Cleanup;

(d) financial responsibilities under any Environmental Law or Occupational Safety and Health Law;

(e) any natural resource damages; or

(f) any other compliance, corrective, investigative, or remedial measures required under Environmental Law or Occupational Safety and Health Law.

"Environmental Law"—any Legal Requirement that requires or relates to:

(a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) protecting resources, species, or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention;

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets; or

(i) any legal requirements related to CERCLA, RCRA or applicable and analogous state statutes.

"ERISA"—the Employee Retirement Income Security Act of 1974 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"Ethanol Off-Take Agreement"—that certain Marketing Agreement dated the Closing Date between the Company and SEACOR Energy Inc., an affiliate of Buyer, with respect to ethanol produced at the Plant.

"Excluded Equipment"—the equipment located in the wheat starch and wheat protein plant that is part of the facilities at the Plant, which shall remain the sole property of MGPI.

"Food Grade Alcohol Off-Take Agreement"—that certain Marketing Agreement dated the Closing Date between the Company and Seller with respect to food-grade and industrial-grade alcohol produced at the Plant.

"Governmental Authorization"—any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body"—any:

(a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;

(b) federal, state, local, municipal, foreign, or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(d) multi-national organization or body; or

(e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Hazardous Activity"—the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the Plant or any part thereof into

the Environment, and any other act, business, operation, or thing that increases the danger, or risk of danger, or poses a risk of harm to persons or property on or off the Plant, or that may affect the value of the Plant or the Company.

"Hazardous Materials"—any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor, and asbestos or asbestos-containing materials.

"Indemnified Party"—as defined in Section 10.8(a).

"Indemnifying Party"—as defined in Section 10.8(a).

"Intellectual Property" —all intellectual property, including all:

(a) patents, applications for patents, and rights to apply for patents in any part of the world;

(b) copyrights, design rights, topography rights, Internet domain name registrations, and database rights whether registered or unregistered;

(c) trademark and service mark applications, registered trademarks and service marks, registered designations of origin, registered designations of geographic origin, refilings, renewals and reissues of the foregoing, unregistered trademarks and service marks, including common law trademarks and service marks, rights to trade dress and company names, in each case with any and all associated goodwill; and

(d) all rights in respect of any Know How.

"IRC"—the Internal Revenue Code of 1986 or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

"IRS"—the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Knowledge"—an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter. A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving as the President, Chief Financial Officer or Chief Operating Officer of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

"Know How" —trade secrets and confidential business information including details of supply arrangements, customer lists and pricing policy; sales targets, sales statistics, market share statistics, marketing surveys and reports; unpatented technical and other information that is not publicly available including inventions, discoveries, processes and procedures, ideas, concepts, formulae, notebooks, specifications, procedures for experiments and tests and results of experimentation and testing; information comprised in software and materials; together with all common law or statutory rights protecting the same and any similar or analogous rights to any of the foregoing whether arising or granted under any Laws.

"Known Environmental Condition"—any Hazardous Activity or Release of Hazardous Materials actually or constructively known by any current or former officer, director, employee or agent of Seller at the time of Closing, or referenced in any documents maintained by or provided to Seller or any Governmental Body, including, but not limited to those documents posted in the electronic data room created in connection with the transaction contemplated by this Agreement and the Enercon Phase I and II Environmental Site Assessments, each dated November 18, 2009.

"Law" —any statute, law, ordinance, decree, order, injunction, rule, directive, or regulation of any Governmental Body or quasi-governmental authority, and includes rules and regulations of any regulatory or self-regulatory authority compliance with which is required by any of the foregoing.

"Legal Requirement"—any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

"LLC Agreement"—that certain Limited Liability Company Agreement of the Company dated the Closing Date between Buyer and Seller.

"Loan Agreements" — collectively, (i) the Term Loan Agreement and (ii) until refinancing with a third party, the Revolving Loan Agreement.

"Loan Documents"— the Loan Agreements and each note, mortgage, security agreement, instrument, agreement and certificate delivered to the lender pursuant to the Loan Agreements.

"Occupational Safety and Health Law"—any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

"Order"—any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents"—(a) the articles or certificate of formation and the limited liability company agreement or operating agreement of a limited liability company; (b) the articles or certificate of incorporation and the bylaws of a corporation; (c) the partnership agreement and any statement of partnership of a general partnership; (d) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

"Permitted Encumbrances"—(i) any liens for current taxes and, to the extent set forth in Part 3.4(B) of the Disclosure Letter, special assessments, if any, not yet due; (ii) existing Encumbrances that are set forth in Part 3.4(B) of the Disclosure Letter; (iii) minor imperfections of title, if any, none of which is substantial in amount, materially detracts from the value or impairs the use of the property subject thereto, or impairs the operations of the Company, and (iv) zoning laws and other land use restrictions that do not impair the present use of the property subject thereto.

"Person"—any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Plant"— the alcohol production facility acquired by the Company from Seller located at 1301 S. Front Street, Pekin, Illinois 61554 (as more particularly described

on the attached Exhibit A), including all related real estate, improvements, equipment and other real and personal property at such location, other than the Excluded Equipment.

"Proceeding"—any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Purchased Interest"—as defined in the Recitals of this Agreement.

"Reasonable Efforts"—the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible; *provided, however*, that an obligation to use Reasonable Efforts under this Agreement does not require the Person subject to that obligation to take actions that would result in a materially adverse change in the benefits to such Person of this Agreement and the Contemplated Transactions.

"Related Person"—with respect to a particular individual:

(a) each other member of such individual's Family;

(b) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family;

(c) any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and

(d) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor, or trustee (or in a similar capacity).

With respect to a specified Person other than an individual:

(e) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person;

(f) any Person that holds a Material Interest in such specified Person;

(g) each Person that serves as a director, officer, partner, executor, or trustee of such specified Person (or in a similar capacity);

(h) any Person in which such specified Person holds a Material Interest;

(i) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and

(j) any Related Person of any individual described in clause (b) or (c).

For purposes of this definition, (a) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree, and (iv) any other natural person who resides with such individual, and (b) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity securities or other equity

interests representing at least 10% of the outstanding equity securities or equity interests in a Person.

"Release"—any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the Environment, whether intentional or unintentional.

"Representative"—with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Revolving Loan Agreement"—that certain Revolving Loan and Security Agreement dated the Closing Date between SEACOR Capital Corporation (an affiliate of Buyer), as lender, and the Company, as borrower, whereby SEACOR Capital Corporation is providing up to $20 million in revolving credit facility financing secured by substantially all of the Company's assets.

"Securities Act"—the Securities Act of 1933 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"Seller"—as defined in the first paragraph of this Agreement.

"Subsidiary"—with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the Owner or one or more of its Subsidiaries.

"Tax" or "Taxes" —(i) any and all federal, state, provincial, local, municipal and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities of any kind, including taxes or other charges based upon or measured by gross receipts, income, profits, sales, capital, use and occupation, admission, entertainment and value added, goods and services, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, personal property, excise, duty, customs, Pension Benefit Guaranty Corporation premiums and real estate taxes, together, in each case, with all interest, penalties and additions imposed with respect to such amounts; (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iii) any liability for the payments of the amounts of the types described in clause (i) or (ii) as a result of being a transferee of, or a successor in interest to, any Person or as a result of an express or implied obligation to indemnify any Person (other than an indemnification obligation arising under this Agreement).

"Tax Return"—any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the

determination, assessment, collection, or payment of any Tax, including Taxes payable by, pursuant to or in connection with employee benefit plans or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

"Term Loan Agreement"—that certain Term Loan and Security Agreement dated the Closing Date between SEACOR Capital Corporation, as lender, and the Company, as borrower, whereby SEACOR Capital Corporation is providing $10 million in term loan financing secured by substantially all of the Company's assets.

"Threat of Release"—a substantial likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

"Third Person"—as defined in Section 10.8(b).

"Third Person Claim"—as defined in Section 10.8(b).

"Threatened"—a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transaction Taxes"—as defined in Section 2.4(d).

"Unknown Environmental Condition" —any Hazardous Activity or Release of Hazardous Materials which is not a Known Environmental Condition and which originated (in whole or in part) at any time prior to Closing.

2. SALE AND TRANSFER OF PURCHASED UNITS; CLOSING

2.1. PURCHASED UNITS

Subject to the terms and conditions of this Agreement, at the Closing, Seller will sell, assign, convey and transfer the Purchased Interest to Buyer, and Buyer will purchase, acquire, and accept from Seller all of Seller's right, title and interest in and to the Purchased Interest.

2.2. PURCHASE PRICE

The consideration that Buyer will pay to Seller for the Purchased Interest will be Fifteen Million Dollars ($15,000,000) (the "Purchase Price"), payable in immediately available funds at the Closing.

2.3. CLOSING

The Closing will take place at the offices of the Company at 1301 S. Front Street, Pekin, Illinois 61554, at 10:00 a.m. Central Time on the Closing Date. Subject to the provisions of Section 9, failure to effectuate the Closing on the date and time and at the place determined pursuant to this Section will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

2.4. CLOSING OBLIGATIONS

At the Closing:

(a) Seller will deliver to Buyer:

(i) an LLC Interest Assignment transferring the Purchased Interest to Buyer, free and clear of all Encumbrances;

(ii) the LLC Agreement, duly executed by Seller;

(iii) the Food Grade Alcohol Off-Take Agreement, duly executed by Seller;

(iv) a certificate executed by Seller representing and warranting to Buyer that each of Seller's representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date as if made on the Closing Date, and further certifying that, except as may be set forth in Buyer's closing certificate delivered pursuant to Section 2.4(b)(v), Seller has no Knowledge of any Breach by Buyer of any of its representations, warranties and covenants set forth in this Agreement as of the Closing Date; and

(v) such other customary documents, instruments or certificates as shall be reasonably required by Buyer.

(b) Buyer will deliver or cause its affiliates to deliver to Seller:

(i) the Purchase Price by wire transfer of immediately available funds;

(ii) the LLC Agreement, duly executed by Buyer;

(iii) the Ethanol Off-Take Agreement, duly executed by SEACOR Energy Inc.;

(iv) the Loan Documents, duly executed by SEACOR Capital Corporation;

(v) a certificate executed by Buyer to the effect that, except as otherwise stated in such certificate, each of Buyer's representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date as if made on the Closing Date, and further certifying that, except as may be set forth in Seller's closing certificate delivered pursuant to Section 2.4(a)(iv), Buyer has no Knowledge of any Breach by Seller of any of its representations, warranties and covenants set forth in this Agreement as of the Closing Date; and

(vi) such other customary documents, instruments or certificates as shall be reasonably required by Seller.

(c) Seller will cause the Company to deliver to Buyer and Seller, as applicable:

(i) the Food Grade Alcohol Off-Take Agreement, duly executed by the Company;

(ii) the Ethanol Off-Take Agreement, duly executed by the Company;

(iii) the Loan Documents, duly executed by the Company; and

(iv) such other customary documents, instruments or certificates as shall be reasonably required by Buyer and Seller, as applicable.

(d) Any sales, use, transfer, documentary, registration, stamp, duties, gains, recording, and other similar taxes (including related penalties (civil or criminal), additions to tax and interest) imposed by any Governmental Body with respect to the transactions contemplated by this Agreement ("Transaction Taxes") shall be the sole obligation of the Seller. Seller shall provide written notice to Buyer of the payment of and/or a written response to Buyer upon any request for information regarding the status of any Transaction Taxes. Seller shall be responsible for (i) administering the payment of such Transaction Taxes, (ii) defending or pursuing any proceedings related thereto, and (iii) paying any expenses related thereto.

2.5. PURCHASE OPTION

Between the second and fifth anniversaries of the Closing Date, Buyer may give Seller written notice of its election to purchase for cash additional Interests (as defined in the LLC Agreement) from Seller up to an aggregate of 20% of all issued and outstanding Interests. The purchase price payable for such Interests shall be the percentage of such Interests multiplied by the greater of (i) four times the immediately proceeding twelve months EBITDA of the Company or (ii) $40 million, adjusted for pro-rata Additional Capital Investment.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.1. ORGANIZATION AND GOOD STANDING

The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware, with all requisite entity power and authority to conduct the Business, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under Applicable Contracts. The Company is duly qualified to do business as a foreign limited liability company and is in good standing under the laws of Illinois, the only jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification.

3.2. AUTHORITY; NO CONFLICT

(a) This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the application of any laws relating to bankruptcy, insolvency or the rights of creditors generally. Upon the execution and delivery by Seller of the documents required to be executed and delivered by it in Section 2.4 (collectively, the "Seller Closing Documents"), the Seller Closing Documents will constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to the application of any laws relating to bankruptcy, insolvency or the rights of creditors generally. Seller has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and the Seller Closing Documents and to perform its obligations under this Agreement and the Seller Closing Documents, subject to the application of any laws relating to bankruptcy, insolvency or the rights of creditors generally.

(b) The Company has the absolute and unrestricted right, power, authority, and capacity to execute and deliver the documents required to be executed and delivered by it in Section 2.4 (collectively, the "Company Closing Documents") and to perform its obligations under the Company Closing Documents, subject to the application of any laws relating to bankruptcy, insolvency or the rights of creditors generally.

(c) Except as set forth in Part 3.2 of the Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Company or Seller, or (B) any resolution adopted by the member of the Company or the board of directors or shareholders of Seller;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which the Company or Seller, or any of the assets owned or used by the Company, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by the Company or that otherwise relates to the business of, or any of the assets owned or used by, the Company;

(iv) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Applicable Contract; or

(v) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by the Company or the Purchased Interest.

(d) Except as set forth in Part 3.2 of the Disclosure Letter, neither Seller nor the Company is or will be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

3.3. CAPITALIZATION

Seller is and will be on the Closing Date the record and beneficial sole owner and holder of the Purchased Interest, free and clear of all Encumbrances. With the exception of the Purchased Interest and the 50% of limited liability company interest retained by Seller, there are no other outstanding limited liability company interests issued and outstanding of the Company. Except for the Company's existing Limited Liability Company Agreement dated October 5, 2009 and the Contribution Agreement, there are no Contracts relating to the issuance, sale, or transfer of any equity securities or other securities of the Company.

3.4. TITLE TO PROPERTIES; ENCUMBRANCES

(a) Part 3.4 of the Disclosure Letter contains a complete and accurate list of all material real property, leaseholds, licenses or other interests therein owned by the Company. Seller has delivered or made available to Buyer copies of the deeds and other instruments (as recorded) by which the Company acquired such real property and interests, and copies of all title insurance policies, opinions, abstracts, and surveys in the possession of Seller or the Company and

relating to such property or interests. Except with respect to Permitted Encumbrances, the Company is the sole and exclusive owner of all right, title and interest in and to all of the real property comprising the Plant. Except with respect to the steam boiler at the Plant or the Permitted Encumbrances, the Company is the sole and exclusive owner of all right, title and interest in and to or has the lawful right to use all of the personal and other property (whether tangible or intangible) located at the Plant. Except for any investment needed to acquire inventory and other materials and parts necessary to restart the Plant, the Plant contains all equipment necessary for the Company to conduct the Business. Except for Permitted Encumbrances, all properties and assets of the Company are free and clear of all Encumbrances and are not, in the case of real property, subject to any leases, licenses, rights to acquire or occupy, covenants, agreements, encumbrances, rights of way, building use restrictions, exceptions, variances, reservations, limitations or other Encumbrances of any nature, recorded and, to the Knowledge of the Seller, unrecorded. Except as set forth in Part 3.4 of the Disclosure Letter, the Company does not lease (as the lessor), sublease or permit any third party to occupy or use the Plant.

(b) Except for "cap and trade" carbon emission legislation, to the Knowledge of the Seller, there is no pending, proposed or Threatened change in any code, ordinance, regulation, standard or zoning classification which would, or may reasonably be expected to have, an material adverse effect on the Plant.

(c) There is no pending or, to the Knowledge of the Seller, Threatened condemnation proceeding against the Plant. To the Knowledge of the Seller, no part of any improvements on the Plant encroaches upon any property adjacent thereto or upon any easement, nor is there any encroachment or overlap upon the Plant other than Permitted Encumbrances.

(d) Except as set forth in Part 3.4 of the Disclosure Letter: (i) the Plant is not located within any flood plain, flood area, wetlands or conservation area or subject to any similar type of restriction for which any permits necessary to the use thereof by the Company have not been obtained; (ii) to the Knowledge of the Seller, neither the current use of the Plant nor the operations of the Company, violates (A) any instrument of record, any Permitted Encumbrances, any agreement of the Company, or any other agreement affecting the Plant or (B) any applicable Legal Requirements; (iii) all utilities serving the Plant are sufficient and have the capacity to conduct the Business; (iv) other than commitments to pay property taxes, there are no development agreements or similar agreements (oral or written) with or commitments to governmental authorities, agencies, utilities or quasi-governmental entities with respect to the Real Property or any portion thereof, including any agreement which imposes an obligation upon the Company to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Plant, or which requires the Company to maintain certain employment levels at the Plant; (v) the Plant has reasonable access to public roads and utilities; and (vi) to the Knowledge of the Seller, the Plant and its continued use,

occupancy and operation as currently used, occupied and operated, does not in any material respect constitute a nonconforming use under any applicable building, zoning, subdivision and other land use and similar laws, regulations and ordinances.

(e) To the Knowledge of the Seller, there has been no cleanup performed at the Plant that would entitle a third party to a lien for reimbursement of its cleanup costs.

3.5. CONDITION AND SUFFICIENCY OF ASSETS

The buildings, plants, structures and equipment of the Plant were structurally sound and in good operating condition and repair at the time the Plant was shutdown in February 2009, ordinary wear and tear excepted. The buildings, plants, structures and equipment of the Plant are structurally sound and in good operating condition and repair in light of the current Plant shutdown. The building, plants, structures and equipment of the Company are sufficient for the conduct of the Business after the Closing in the manner contemplated by the LLC Agreement.

3.6. TAXES

Except as set forth in Part 3.6 of the Disclosure Letter:

(a) The Company is a newly-formed entity and has filed no tax returns. The Seller has timely filed all Tax Returns required to be filed by it with respect to the Business. All such Tax Returns, as the same may have been amended, are true, complete, and correct. The Seller is not currently the beneficiary of any extension of time within which to file any Tax Return relating to the Business.

(b) All Taxes (whether or not reflected on any Tax Return) owed by the Seller with respect to the Business have been timely and fully paid.

(c) There are no audits or examinations of any Tax Returns of the Seller relating to the Business, pending or Threatened. The Seller is not a party to any action or proceeding by any Tax authority for the assessment or collection of Taxes of the Business, nor has such event been asserted or Threatened.

(d) The Seller, with respect to the Business, has timely and properly withheld and paid to the proper Tax authorities all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, including, but not limited to, amounts required to be withheld under Sections 1441 and 1442 of the IRC (or similar provisions of state, local or foreign Law).

(e) The Seller, with respect to the Business, has not waived any statutory period of limitations for the assessment of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency other than in the

case of any such waivers or extensions in respect of an assessment or deficiency of Tax the liability of which has been satisfied or settled.

(f) No claim has been made by a Tax authority in a jurisdiction where the Seller, with respect to the Business, does not file Tax Returns that the Business is or may be subject to taxation by that jurisdiction.

(g) None of the assets of the Business (i) is required to be treated as being owned by any other person pursuant to the so-called safe harbor lease provisions of former Section 168(f)(8) of IRC, (ii) secure any debt the interest on which is tax-exempt under Section 103(a) of the IRC, (iii) is tax-exempt use property within the meaning of Section 168(h) of the IRC, or (iv) is leased pursuant to a section 467 rental agreement within the meaning of Section 467 of the IRC.

(h) The Seller, with respect to the Business, has not agreed to or is required to make any adjustment pursuant to Section 481(a) of the IRC by reason of a change in accounting method initiated by the Business and the Seller, with respect to the Business, has no knowledge that the IRS has proposed any such adjustment or change in accounting method.

(i) Neither the Seller, with respect to the Business, nor the Company has any obligation under any Tax indemnity, Tax allocation or sharing agreement or arrangement, and after the Closing Date, neither the Seller, with respect to the Business, nor the Company will be a party to, bound by or have any obligation under any Tax allocation or Tax sharing agreement or arrangement, or have any liability thereunder, for amounts due in respect of periods prior to and including the Closing Date.

(j) There are no Liens related to Taxes on any of the assets of the Business, other than for current Taxes not yet due and payable.

(k) The Company is not a party to any agreement, contract, arrangement or plan that has resulted, or would result, in a payment that would not be fully deductible as a result of Section 280G of the IRC or any similar provision of state, local or foreign Law. There is no agreement that binds the Company to be liable for an amount based on an excise tax to the recipient of such payment pursuant to Section 4999 of the IRC.

(l) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) "closing agreement" as described in Section 7121 of the IRC (or any corresponding or similar provision of state, local or foreign income Tax Law) executed on or prior to the Closing Date; (ii) installment sale or open transaction disposition made on or prior to the Closing Date; or (iii) prepaid amount received on or prior to the Closing Date.

(m) None of the property or assets of the Business has been financed with or directly or indirectly secures any industrial revenue bonds or debt the interest on which is tax-exempt under Section 103(a) of the IRC. The Seller, with respect to the Business, is not a borrower or guarantor of any outstanding industrial revenue bonds, and is not a principal user or related person to any principal user (within the meaning of Section 144(a) of the IRC) of any property that has been financed or improved with the proceeds of any industrial revenue bonds.

(n) The Company, since its organization, has been a disregarded entity for federal, state and local income Tax purposes.

(o) The Company is not a party to any joint venture, partnership or other arrangement or contract that could be treated as a partnership for federal income tax purposes and none of the Company assets are a partnership interest or other arrangement or contract that could be treated as a partnership for federal income tax purposes.

(p) The Company does not have any liability for the Taxes of any Person as a transferee or successor, by contract or otherwise.

(q) The Seller, with respect to the Business, is not liable for Taxes (other than any accrued Taxes not yet due and payable) to any foreign taxing authority and do not have and has not had a permanent establishment in any foreign country, as defined in any applicable tax treaty or convention between the United States and such foreign country.

(r) True, correct and complete copies of all income Tax Returns, tax examination reports and statements of deficiencies assessed against, or agreed to of the Seller, with respect to the Business, with respect to the five (5) taxable years prior to December 31, 2008 with the Internal Revenue Service or any taxing authority have been delivered to Purchaser.

3.7. COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS

(a) Except as set forth in Part 3.7 of the Disclosure Letter:

(i) The Plant is not in violation of any material Legal Requirement that is applicable to it or to its operation, subject to obtaining all Governmental Authorizations required after transfer of the Plant to the Company; and

(ii) Seller has not received, at any time since January 1, 2008, any written notice or other communication from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of

the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Part 3.7 of the Disclosure Letter contains a complete and accurate list of each Governmental Authorization that is held by the Company or that otherwise relates to the Plant. Part 3.7 of the Disclosure Letter specifically identifies and distinguishes each such Governmental Authorization required to operate the Plant that is not held by the Company as of the date hereof. The Governmental Authorizations listed in Part 3.7 of the Disclosure Letter collectively constitute all of the Governmental Authorizations necessary to permit the Company (i) to lawfully conduct and operate the Business in the manner the Company currently conducts and operates the Business (and in the manner the Company anticipates conducting and operating the Business) and (ii) to own and use the Plant in accordance with Seller's historical use.

3.8. LEGAL PROCEEDINGS; ORDERS

(a) There is no pending Proceeding:

(i) that has been commenced by or against the Company or Seller (with respect to the Business) or that otherwise relates to or may affect the business of, or any of the assets, including the Plant, owned or used by, the Company; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

(b) Except as set forth in Part 3.8 of the Disclosure Letter, there is no Order to which any of the Company or Seller (with respect to the Business), or any of the assets, including the Plant, owned or used by the Company are subject.

3.9. NEWLY-FORMED ENTITY

The Company is a newly-formed entity that has no Contracts or other obligations with respect to the Plant, except as created or specifically incurred in connection with the Contemplated Transactions or as described in the last sentence of Section 3.3.

3.10. ENVIRONMENTAL MATTERS

Except as set forth in Part 3.10 of the Disclosure Letter:

(a) The Plant is, and at all times has been, in full compliance with all Environmental Laws. Seller has properly obtained and is in compliance with all Governmental Authorizations and has properly made all filings with and submissions to any Governmental Body or other authority required pursuant to any Environmental Law. No deficiencies have been asserted by any such Governmental Body with respect to such items.

(b) Neither Seller nor the Company has received any actual or Threatened order, notice, notification, demand, request for information, citation, summons or order or other communication from (i) any Governmental Body or private citizen, (ii) the current or prior owner or operator of the Plant, or (iii) any Person of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to the Plant. In addition, no complaint has been filed, no penalty has been assessed, and no investigation, action, claim, suit, proceeding or review (or any reasonable basis therefor) is pending or, to the Knowledge of the Seller or the Company, is Threatened by any Governmental Authority or other Person relating to the Company or the Plant relating to or arising out of any Environmental Law or relating to any Environmental, Health, and Safety Liabilities.

(c) There has been no Release of any Hazardous Materials on, beneath, above, into, at or from the Plant or into the Environment.

(d) There are no Environmental, Health, and Safety Liabilities regarding or relating to the Plant of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise arising under or relating to any Environmental Law or any Hazardous Materials and there is no condition, situation or set of circumstances that could reasonably be expected to result in or be the basis for any Environmental, Health, and Safety Liabilities regarding or relating to the Plant.

(e) No Hazardous Materials are present in, on, under or at the Plant.

(f) Neither Seller nor the Company has transported, stored, used, manufactured, disposed of, sold, released or exposed its employees or any other Person to any Hazardous Materials, or arranged for the disposal, discharge, storage or release of any Hazardous Materials, and does not currently engage in any of the foregoing activities, in violation of any applicable Environmental Law.

(g) There are and have been no asbestos fibers or materials, lead, polychlorinated biphenyls, or underground storage tanks or related piping on or beneath the Plant.

(h) There has been no environmental investigation, study, audit, test, report, review or other analysis conducted regarding the Plant or any part thereof that identifies any actual or potential Hazardous Materials, Release, or Environmental, Health, and Safety Liabilities regarding or related to the Plant that has not been provided to the Buyer prior to the date of this Agreement.

(i) Neither Seller nor the Company has ever received from any Person any notice of, nor does Seller or the Company have any Knowledge of, any past, present or anticipated future events, conditions, circumstances, activities, practices, incidents, actions, agreements or plans that could: (i) interfere with,

prevent, or increase the costs of compliance or continued compliance with any Environmental Law or any renewal or transfer thereof of any Environmental Law; (ii) make more stringent any restriction, limitation, requirement or condition under any permit or any other Environmental Law in connection with the ownership, use, or operation at or on the Plant; or (iii) give rise to any Environmental, Health, and Safety Liabilities or form the basis of any civil, criminal or administrative action, suit, summons, citation, complaint, claim, notice, demand, request, judgment, order, lien, proceeding, hearing, study, inquiry or investigation involving the Plant or Seller, based on or related to any Environmental Law or to the presence, manufacture, generation, refining, processing, distribution, use, sale, treatment, recycling, receipt, storage, disposal, transport, handling, emission, discharge, release or threatened release of any Hazardous Materials.

(j) The Plant and all of its current and previous conditions on and uses of, do not cause and have not caused any Environmental, Health, and Safety Liabilities or any other liability to be incurred by Seller under any present and future Environmental Law.

(k) No expenditure will be required in order for Seller or the Company to comply with any Environmental Law in effect at the time of the Closing in connection with the operation or continued operation of the Plant in a manner consistent with the prior, current or anticipated ownership, use, or operation thereof by Seller or the Company.

3.11. INTELLECTUAL PROPERTY

(a) Part 3.11 of the Disclosure Letter accurately describes and lists all (i) Intellectual Property owned by the Company and (ii) all Intellectual Property licensed by the Company and material to the Business (the "Business IP").

(b) Except as set forth in Part 3.11 of the Disclosure Letter:

(i) The Company is the sole owner of the Business IP identified as owned by it, free and clear of all Liens except as provided in the Loan Documents, and all such items are valid and subsisting;

(ii) The Business IP is valid and enforceable and encompasses all Intellectual Property rights necessary for the operation of the Business as

proposed to be conducted;

(iii) The Company (and prior to the Contribution, the Seller) and, to the Seller's Knowledge, the owners of the Business IP licensed to the Company have taken all actions necessary to maintain and protect the Business IP;

(iv) There has been no claim made or, to the Seller's Knowledge, Threatened against the Seller or the Company asserting the

invalidity, misuse or unenforceability of any of the Business IP or challenging the Company's (or the Seller's prior to the Contribution) right to use or ownership of any of the Business IP, and there are no valid grounds for any such claim or challenge;

(v) No loss of any of the Business IP is pending or, to the Seller's Knowledge, Threatened;

(vi) The consummation of the Contemplated Transactions will not alter, impair or extinguish the Company's rights in and to any of the Business IP, except as provided in the Loan Documents;

(vii) There exists no restriction on the Company's use of the Business IP, or on the transfer of any rights of the Company in and to any of the Business IP, and, except as provided in the Loan Documents or the Food Grade Off-Take Agreement, the Company has the right to use each item of Business IP without obligations to third parties;

(viii) To Seller's Knowledge, the conduct of the Business and operations of the Company and the ownership, production, purchase, sale, licensing and use of the Company's products do not, and will not, contravene, conflict with, violate or infringe upon any Intellectual Property of a Third Person or the terms of any license with respect thereto. No proprietary information or trade secret included in the Contribution has been misappropriated by the Seller from any third party and no proprietary information or trade secret has been misappropriated by the Company from any third party; and

(ix) The Business IP and the products of the Business are not subject to a current claim of infringement, interference or unfair competition or other similar claim and, to the Seller's Knowledge, the Business IP is not being infringed upon or violated by any Third Person.

3.12. LABOR RELATIONS; COMPLIANCE

Except as set forth on Part 3.12 of the Disclosure Letter, since January 1, 2008 neither Seller nor the Company has been or is a party to any collective bargaining or other labor Contract nor is the Company a successor to any such Contract or any other labor obligation or liability required by Law or otherwise. Except as set forth on Part 3.12 of the Disclosure Letter, since January 1, 2008, there has not been, and there is not presently pending or existing, (a) any strike, slowdown, picketing, work stoppage, or employee grievance process, (b) any Proceeding against or affecting the Company relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, federal Department of Labor (wage and hour), Office of Federal Contract Compliance Programs (affirmative action/equal opportunity), or any comparable

Governmental Body, organizational activity, or other labor or employment dispute against or affecting any of the Company or their premises, or (c) any application for certification of a collective bargaining agent. The Company is not liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any Legal Requirements related to employment matters.

3.13. BROKERS OR FINDERS

Except for the fees of BMO Capital to be paid by Seller, Seller has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1. ORGANIZATION AND GOOD STANDING

Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.

4.2. AUTHORITY; NO CONFLICT

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the LLC Agreement, the LLC Agreement will constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with its terms. Buyer has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the LLC Agreement and to perform its obligations under this Agreement and the LLC Agreement.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions pursuant to:

(i) any provision of Buyer's Organizational Documents;

(ii) any resolution adopted by the member of Buyer;

(iii) any Legal Requirement or Order to which Buyer may be subject; or

(iv) any Contract to which Buyer is a party or by which Buyer may be bound.

Buyer is not and will not be required to obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.3. INVESTMENT INTENT

Buyer is acquiring the Purchased Interest for its own account and not with a view to their distribution within the meaning of Section 2(11) of the Securities Act.

4.4. CERTAIN PROCEEDINGS

There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.5. BROKERS OR FINDERS

Buyer and its officers and agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement and will indemnify and hold Seller harmless from any such payment alleged to be due by or through Buyer as a result of the action of Buyer or its officers or agents.

5. START-UP OF PLANT

Promptly following closing, Buyer and Seller will, and will cause the Company to:

(a) commence preparations to resume operating status for the Plant as soon as practicable;

(b) reasonably consult with each other concerning start-up efforts for the Plant; and

(c) use Reasonable Efforts to satisfactorily resolve the steam boiler issues related to the Plant with Ameren Energy Resources Generating Company, including each of Seller and Buyer paying one-half of the costs of any resolution; provided that any such resolution of the foregoing issues subject to the prior written consent of each of Buyer, Seller and the Company.

6. RESERVED

7. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Purchased Interest and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.1. ACCURACY OF REPRESENTATIONS

All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been true, accurate and complete as of the date hereof, and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

7.2. CONSENTS

Each of the Consents identified in Part 3.2 of the Disclosure Letter must have been obtained and must be in full force and effect.

7.3. SELLER'S PERFORMANCE

(a) All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been duly performed and complied with in all material respects.

(b) Each document required to be delivered by Seller and the Company pursuant to Section 2.4 must have been delivered.

7.4. NO PROCEEDINGS

Since the date of this Agreement, there must not have been commenced or Threatened any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

7.5. NO CLAIM REGARDING UNIT OWNERSHIP OR SALE PROCEEDS

There must not have been made or Threatened by any Person any claim asserting that such Person (a) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any membership interest in, or any other voting, equity, or ownership interest in, the Company, or (b) is entitled to all or any portion of the Purchase Price payable for the Purchased Interest.

7.6. NO PROHIBITION

Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Buyer or any Person affiliated with Buyer to suffer any material adverse consequence under, (a) any applicable Legal Requirement or Order, or (b) any Legal Requirement or Order that

has been published, introduced, or otherwise formally proposed by or before any Governmental Body.

8. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Purchased Interest and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.1. ACCURACY OF REPRESENTATIONS

All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been true, accurate and complete as of the date hereof and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

8.2. BUYER'S PERFORMANCE

(a) All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been performed and complied with in all material respects.

(b) Buyer must have delivered each of the documents required to be delivered by Buyer pursuant to Section 2.4.

8.3. CONSENTS

Each of the Consents identified in Part 3.2 of the Disclosure Letter must have been obtained and must be in full force and effect.

8.4. NO PROCEEDINGS

Since the date of this Agreement, there must not have been commenced or Threatened against Seller, or against any Person affiliated with Seller, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

8.5. NO PROHIBITION

Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Seller or any Person affiliated with Seller to suffer any material adverse consequence under, (a) any applicable Legal Requirement or Order, or (b) any Legal Requirement or Order that

has been published, introduced, or otherwise formally proposed by or before any Governmental Body.

9. TERMINATION

9.1. TERMINATION EVENTS

This Agreement may, by notice given prior to or at the Closing, be terminated:

(a) by either Buyer or Seller if a material Breach of any provision of this Agreement has been committed by the other party and such Breach has not been waived or cured within ten (10) days of the breaching party's receipt of written notice of such Breach;

(b) (i) by Buyer if satisfaction of any of the conditions in Section 7 is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived such condition on or before the Closing Date; or (ii) by Seller if satisfaction of any of the conditions in Section 8 is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement) and Seller has not waived such condition on or before the Closing Date;

(c) by mutual consent of Buyer and Seller; or

(d) by either Buyer or Seller if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 1, 2009, or such later date as the parties may agree upon.

9.2. EFFECT OF TERMINATION

Each party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 11.1 (Expenses) and 11.3 (Confidentiality) will survive*; provided, however*, that if this Agreement is terminated by a party because of the Breach of the Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue indemnification under Article 10 and all other legal remedies will survive such termination unimpaired.

10. INDEMNIFICATION; REMEDIES

10.1. SURVIVAL; RIGHT TO INDEMNIFICATION NOT AFFECTED BY KNOWLEDGE

All representations, warranties, covenants, and obligations in this Agreement, the Disclosure Letter, the supplements to the Disclosure Letter, the certificate delivered pursuant to Section 2.4(a), and any other certificate or document delivered pursuant to this Agreement will survive the Closing. The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation, except to the extent the recipient of such representation and warranty has Knowledge (i) of the inaccuracy and (ii) that such inaccuracy was likely to cause damage without disclosing such Knowledge to the party giving the representation and warranty prior to the Closing Date.

10.2. INDEMNIFICATION AND PAYMENT OF DAMAGES BY SELLER

Seller will indemnify, defend and hold harmless Buyer, the Company, and their respective Representatives, stockholders, controlling persons, and affiliates

(collectively, the "Buyer Indemnified Persons") for, and will pay to the Buyer Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages and a devaluation of the Purchased Interest related to a Breach of this Agreement by Seller), expense (including costs of investigation and defense and reasonable attorneys' fees) (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(a) any Breach of any representation or warranty made by Seller in this Agreement (after giving effect to any supplement to the Disclosure Letter), the Disclosure Letter, the supplements to the Disclosure Letter, or any other certificate or document delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant or obligation of Seller in this Agreement; or

(c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with either Seller or the Company (or any Person acting on their behalf) in connection with any of the Contemplated Transactions.

Except in the case of fraud, intentional misrepresentation, willful misconduct or the indemnification provided under Section 10.3, the remedies provided in this Section 10.2 will be the exclusive remedy available to Buyer, the Company and the other Buyer

Indemnified Persons with respect to condition of the Plant and the Contemplated Transactions.

10.3. INDEMNIFICATION AND PAYMENT OF DAMAGES BY SELLER—ENVIRONMENTAL MATTERS

(a) Seller will release, indemnify, defend and hold harmless Buyer, the Company, and the other Buyer Indemnified Persons for, and will pay to Buyer, the Company, and the other Buyer Indemnified Persons the amount of, any Damages (including costs of cleanup, containment, or other remediation) and any Environmental Health and Safety Liabilities arising, directly or indirectly, from or in connection with each of the following:

(i) any violations or alleged violations of Environmental Law relating to the Plant or the Business originating (in whole or in part) prior to Closing or in connection with the recommencement of production operations at the Plant subsequent to Closing.

(ii) any bodily injury (including illness, disability, and death, and regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any Person, including any employee or former employee of Seller or the Company, in any way arising from or allegedly arising from any Hazardous Activity conducted or allegedly conducted with respect to the Plant or the operation of the Company prior to the Closing Date, or from Hazardous Material that was (A) present or suspected to be present on or before the Closing Date on, under or from the Plant or (B) Released or allegedly Released by Seller or the Company, at any time on or prior to the Closing Date.

(iii) any Known Environmental Condition (to the extent not covered by Sections 10.3(a)(i) or (ii)): (A) where Buyer, Seller, the Plant or the Company is required by an Environmental Law or a Governmental Body to Cleanup such Known Environmental Condition; or (B) arising out of or in response to any actual or Threatened claim, allegation, or Proceeding by any third party, including, but not limited to, a Governmental Body. Seller's indemnity obligation under this Section 10.3(a)(iii) for Damages related to the diminution of the fair market value of the Plant shall be limited to 50% of such Damages provided that the Seller undertakes and completes in an expeditious manner all Cleanup of the Plant associated with the Environmental, Safety and Health Liability at issue, by entering the Plant into the Illinois Site Remediation Program (or a substantially similar program if the Site Remediation Program is not in existence at such time) and obtaining a "No Further Remediation" Letter from the applicable Governmental Body (currently, the Illinois Environmental Protection Agency) such that the Known Environmental

Condition at the Plant is Cleaned-up to cleanup standards published by the applicable Governmental Body applicable to commercial or industrial property and Seller shall not impose upon the Plant any institutional, engineering, or land use controls except to the extent approved in advance in writing by Buyer, in its reasonable discretion.

(iv) any Known Environmental Condition (to the extent not covered by Sections 10.3(a)(i), (ii), or (iii)): (A) where Buyer, Seller, the Plant or the Company is not required by an Environmental Law or a Governmental Body to Cleanup such Known Environmental Condition; or (B) which does not arise out of or is not in response to any actual or Threatened claim, allegation, or Proceeding by any Third Person, including, but not limited to, a Governmental Body. Seller's indemnity obligation under this Section 10.3(a)(iv) shall be limited to 50% of any such Damages or Environmental Health and Safety Liabilities.

(v) any Unknown Environmental Condition (to the extent not covered by Sections 10.3(a)(i) or (ii)): (A) where Buyer, Seller, the Plant or the Company is required by an Environmental Law or a Governmental Body to Cleanup such Unknown Environmental Condition; or (B) arising out of or in response to any actual or Threatened claim, allegation, or Proceeding by any Third Person, including, but not limited to, a Governmental Body. Seller's indemnity obligation under this Section 10.3(a)(v) for Damages related to the diminution of the fair market value of the Plant shall be limited to 50% of such Damages provided that the Seller undertakes and completes in an expeditious manner all Cleanup of the Plant associated with the Environmental, Safety and Health Liability at issue, by entering the Plant into the Illinois Site Remediation Program (or a substantially similar program if the Site Remediation Program is not in existence at such time) and obtaining a "No Further Remediation" Letter from the applicable Governmental Body (currently, the Illinois Environmental Protection Agency) such that the Unknown Environmental Condition at the Plant is Cleaned-up to cleanup standards published by the applicable Governmental Body applicable to commercial or industrial property and Seller shall not impose upon the Plant any institutional, engineering, or land use controls except to the extent approved in advance in writing by Buyer, in its reasonable discretion.

(vi) any Unknown Environmental Condition (to the extent not covered by Sections 10.3(a)(i), (ii), or (v)): (A) where Buyer, Seller, the Plant or the Company is not required by an Environmental Law or a Governmental Body to Cleanup such Unknown Environmental Condition; or (B) which does not arise out of or is not in response to any actual or Threatened claim (including any claim which could legally be lodged but has not been Threatened), allegation, or Proceeding by any Third Person, including, but not limited to, a Governmental Body. Seller's indemnity

obligation under this Section 10.3(a)(vi) shall be limited to 50% of any such Damages or Environmental Health and Safety Liabilities.

(b) Subject to the above and Seller providing prompt prior written notice to Buyer of any Cleanup or any Proceeding related thereto, Seller will be

entitled to control any Cleanup, any related Proceeding, and, except as provided in the following sentence, any other Proceeding with respect to which indemnity may be sought under this Section 10.3. The procedure described in Section 10.8 will apply to any claim solely for monetary damages relating to a matter covered by this Section 10.3.

(c) Any indemnification with respect to environmental matters that could be brought under this Section 10.3 shall be governed by this Section 10.3 and not by Section 10.2 as it relates to a Breach of Section 3.10 caused by such environmental matter; *provided*, that the foregoing limitation shall not affect Buyer's right to seek indemnification pursuant to Section 10.2 for any Breach of Section 3.10 not addressed by this Section 10.3.

10.4. INDEMNIFICATION AND PAYMENT OF DAMAGES BY BUYER

Buyer will indemnify, defend and hold harmless Seller, and will pay to Seller the amount of any Damages arising, directly or indirectly, from or in connection with (a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement, (b) any Breach by Buyer of any covenant or obligation of Buyer in this Agreement, or (c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on its behalf) in connection with any of the Contemplated Transactions.

10.5. TIME LIMITATIONS

Except with respect to Sections 3.6 (Taxes) and 3.10 (Environmental Matters) (which will survive Closing through the applicable statute of limitations), if the Closing occurs, Seller will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the Closing Date, unless on or before the second anniversary of the Closing Date, Buyer notifies Seller of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Buyer; a claim for indemnification or reimbursement based upon any covenant or obligation to be performed and complied with after the Closing Date may be made at any time. If the Closing occurs, Buyer will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the Closing Date, unless on or before the second anniversary of the Closing Date Seller notifies Buyer of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Seller.

10.6. LIMITATIONS ON AMOUNT—SELLER

Except with respect to Sections 3.6 (Taxes) and 3.10 (Environmental Matters) (which will survive Closing through the applicable statute of limitations and any claim on which shall not be subject to this Section 10.6), Seller will have no liability (for indemnification or otherwise) with respect to the matters described in clause (a) or clause (b) of Section 10.2 until the total of all Damages with respect to such matters exceeds $150,000, and then to the full extent of all such Damages, up to a maximum of $15,000,000. Notwithstanding anything herein to the contrary, Seller will have no liability (for indemnification or otherwise) with respect to this Agreement or the Contemplated Transactions in excess of $15,000,000 other than in the case of a claim for Breach of Section 3.6 (Taxes) or Section 3.10 (Environmental Matters) or a claim under Section 10.3. However, this Section 10.6 will not apply (i) in the case of fraud, willful misconduct or intentional misrepresentation by Seller and (ii) to any Breach of any of Seller's representations and warranties of which Seller had Knowledge at any time prior to the date on which such representation and warranty is made, and Seller will be liable for all Damages with respect to such Breaches.

10.7. LIMITATIONS ON AMOUNT—BUYER

Buyer will have no liability (for indemnification or otherwise) with respect to the matters described in clause (a) or (b) of Section 10.4 until the total of all Damages with respect to such matters exceeds $150,000, and then to the full extent of all such Damages, up to a maximum of $15,000,000. However, this Section 10.7 will not apply to any Breach of any of Buyer's representations and warranties of which Buyer had Knowledge at any time prior to the date on which such representation and warranty is made or any intentional Breach by Buyer of any covenant or obligation, and Buyer will be liable for all Damages with respect to such Breaches.

10.8. PROCEDURE FOR INDEMNIFICATION

(a) Promptly after receipt by an indemnified party under Section 10.2, 10.4, or (to the extent provided in the last sentence of Section 10.3(c)) Section 10.3 of notice of the commencement of any Proceeding against it, such party seeking indemnification (the "Indemnified Party") shall give written notice to the indemnifying party (the "Indemnifying Party") specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted; *provided*, that the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party is prejudiced by the Indemnified Party's failure to give such notice.

(b) If any Proceeding referred to in Section 10.8(a) is brought against the Indemnified Party by any claimant other than the Indemnifying Party (a "Third Person"), the Indemnified Party shall give reasonably prompt notice to the Indemnifying Party of the commencement of such Proceeding after such commencement is actually known to the Indemnified Party; provided, that the

failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party is prejudiced by the Indemnified Party's failure to give such notice. The Indemnifying Party will be entitled to, upon written notice to the Indemnified Party, and using counsel reasonably satisfactory to the Indemnified Party, to assume the defense, investigate, contest or settle such Proceeding brought by such Third Person (a "Third Person Claim"); *provided* that the Indemnifying Party has unconditionally acknowledged to the Indemnified Party in writing its obligation to indemnify the Persons to be indemnified hereunder with respect to such Third Person Claim and, subject to Sections 10.6 and 10.7, to discharge any cost or expense arising out of such investigation, contest or settlement and provided that any settlement shall include an unconditional release of such claim against the Indemnified Party. The Indemnifying Party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party under this Section 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the Indemnified Party in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the Indemnifying Party assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification; and (ii) no compromise or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party. If notice is given to an Indemnifying Party of the commencement of any Proceeding and the Indemnifying Party does not, within ten days after the Indemnified Party's notice is given, give notice to the Indemnified Party of its election to assume the defense of such Proceeding, the Indemnifying Party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the Indemnified Party.

(c) Notwithstanding the foregoing, if an Indemnified Party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the Indemnifying Party will not be

bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) Notwithstanding the provisions of Section 11.5 but solely as between Seller and Buyer for the purposes of carrying out the intent of this Section 10.8, Seller and Buyer hereby consent to the non-exclusive jurisdiction of any court in which a Proceeding is brought by a Third Person against any

Indemnified Party for purposes of any claim that an Indemnified Party may have under this Agreement with respect to such Proceeding or the matters alleged therein.

10.9. COORDINATION WITH CONTRIBUTION AGREEMENT

Notwithstanding anything in this Agreement or the Contribution Agreement to the contrary, to the extent that any party is entitled to indemnification under both this Agreement and the Contribution Agreement based on the same fact(s), circumstance(s), transaction(s) or event(s) constituting the basis for such claim(s) and the same damages with respect to such claim(s), said party shall be entitled only to a single recovery for such damages. Any resolution of any claim(s) under this Agreement or the Contribution Agreement pursuant to the foregoing sentence shall resolve the claim(s) as to both such agreements.

11. GENERAL PROVISIONS

11.1. EXPENSES

Except as otherwise expressly provided in this Agreement or the other Contemplated Transaction documents, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. Seller will pay all amounts payable to BMO Capital in connection with this Agreement and the Contemplated Transactions. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a Breach of this Agreement by another party.

11.2. PUBLIC ANNOUNCEMENTS

Any public announcement or similar publicity with respect to this Agreement or the Contemplated Transactions is subject to the prior written approval of both Buyer and Seller, except that either Buyer or Seller shall be permitted to make any public announcement required by applicable Legal Requirements or the rules of any stock exchange upon which Buyer or Seller (or their affiliates) are listed; *provided* that the party making such public announcement shall provide the other party a reasonable opportunity to review and comment on any such public announcement. Seller and Buyer will consult with each other concerning the means by which the Company' employees, customers, and suppliers and others having dealings with the Company will be informed of the Contemplated Transactions.

11.3. CONFIDENTIALITY

The existing Mutual Non-Disclosure Agreement dated February 6, 2009 between SEACOR Energy Inc. and Seller will remain in full force and effect.

11.4. NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

Seller:
MGP Ingredients, Inc.
Cray Business Plaza
100 Commercial St., P.O. Box 130
Atchison, Kansas 66002
Attention: Timothy W. Newkirk, President
Facsimile No.: (913) 367-

with a copy to:
Lathrop & Gage LLP
2345 Grand Blvd, Suite 2200
Kansas City, Missouri 64108
Attention: Wallace E. Brockhoff, Esq.
Facsimile No.: (816) 292-2001

Buyer:
Illinois Corn Processing Holdings LLC
c/o SEACOR Energy Inc.
11200 Richmond Avenue, Suite 400
Houston, Texas 77082
Attention: Peter Coxon
Facsimile No.: (281) 670-0680

with a copy to:
Bryan Cave LLP
211 N. Broadway, Suite 3600
Saint Louis, MO 63102
Attention: J. Powell Carman
Facsimile No.: (314) 552-8070

11.5. JURISDICTION; SERVICE OF PROCESS

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the

courts of the State of Illinois, County of Cook, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the

parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.6. FURTHER ASSURANCES

The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

11.7. WAIVER

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

11.8. ENTIRE AGREEMENT AND MODIFICATION

Except as provided in Section 11.3, this Agreement (along with the documents referred to in this Agreement) supersedes all prior agreements between the parties with respect to its subject matter (including the Letter of Intent between Buyer and Seller dated September 15, 2009) and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

11.9. ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS

Neither party may assign any of its rights under this Agreement without the prior consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or

equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

11.10. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.11. SECTION HEADINGS, CONSTRUCTION

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Section” or “Sections” refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

11.12. TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of laws principles.

11.14. COUNTERPARTS

This Agreement may be executed in multiple counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, regardless of whether all of the parties have executed the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page follows*]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Buyer:
Illinois Corn Processing Holdings LLC

Seller:
MGP Ingredients, Inc.

By: /s/ Peter Coxon
Peter Coxon, President

By: /s/ Timothy W. Newkirk
Timothy W. Newkirk, President

SIGNATURE PAGE TO
LLC INTEREST PURCHASE AGREEMENT

Exhibit A

Legal Description of Plant real estate

Tract I:

A part of the Northeast Quarter of Fractional Section 9, and a part of Lots 6 and 8 in the Southeast Quarter of Fractional Section 4, said Lots 6 and 8 being shown on plat recorded on page 57 of Plat Book "B", in the Recorder's Office of Tazewell County, Illinois, all being in Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter of Fractional Section 9; thence South 89 degrees 29 minutes 14 seconds West, along the North line of said Fractional Section 9, a distance of 1,629.48 feet to the place of beginning; thence from said place of beginning South 20 degrees 05 minutes 14 seconds West a distance of 13.41 feet; thence South 86 degrees 48 minutes 22 seconds East a distance of 267.42 feet; thence South 00 degrees 56 minutes 03 seconds West a distance of 159.82 feet to the North line of The Quaker Oats Company by deed recorded in Book 2045, page 72, of the Tazewell County Recorder's Office; thence South 89 degrees 27 minutes 16 seconds West along said North line a distance of 104.33 feet; thence South 00 degrees 56 minutes 03 seconds West along the West line of The Quaker Oats Company property as described in aforementioned deed, a distance of 253.00 feet to the South line of The American Distilling Company property; thence South 89 degrees 27 minutes 16 seconds West along the South line of The American Distilling property, a distance of 850.76 feet to the Southeast corner of a parcel conveyed by The American Distilling Company to Pekin River and Warehouse Terminal, Inc. by deed recorded in Book 2351, page 208, of the Tazewell County Recorder's Office; thence North 25 degrees 40 minutes 22 seconds West along Easterly line of said parcel, a distance of 371.70 feet, thence North 00 degrees 02 minutes 54 seconds West along Easterly line of said parcel, a distance of 106.63 feet to the South line of said Fractional Section 4; thence continuing North 00 degrees 02 minutes 54 seconds along Easterly line of said parcel 77.64 feet to the Northerly corner of Pekin River and Warehouse Terminal Inc. property, and also being a point on the Northwesterly line of Lot 8 as recorded in Plat Book "B", page 57, of the Tazewell County Recorder's Office; thence North 46 degrees 59 minutes 11 seconds East along the Northwesterly line, of said Lot 8 a distance of 1,110.92 feet; thence South 43 degrees 00 minutes 54 seconds East a distance of 280.47 feet; thence South 42 degrees 00 minutes 08 seconds West, a distance of 188.94 feet; thence South 19 degrees 51 minutes 12 seconds West, a distance of 276.07 feet; thence South 69 degrees 54 minutes 46 seconds East, a distance of 148.90 feet; thence South 20 degrees 05 minutes 14 seconds West, a distance of 182.59 feet to the place of beginning; situate, lying and being in the County of Tazewell and State of Illinois.

EXHIBIT TO
LLC INTEREST PURCHASE AGREEMENT

Tract II:

A part of the Northeast Quarter of Fractional Section 9, and a part of Lots 6 and 8 in the Southeast Quarter of Fractional Section 4, said Lots 6 and 8 being shown on plat recorded in page 57 of Plat Book "B" in the Recorder's Office of Tazewell County, Illinois, all being in Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois and more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Fractional Section 4; thence South 89 degrees 29 minutes 14 seconds West, along the South line of the Southeast Quarter of said Fractional Section 4, a distance of 1,020.92 feet to a concrete monument being the Place of Beginning for the Tract herein being described; thence North 37 degrees 03 minutes 04 seconds East a distance of 1,013.11 feet; thence North 57 degrees 55 minutes West a distance of 292.65 feet to the Northwesterly right-of-way line of South Front Street; thence North 29 degrees 56 minutes 48 seconds East, along the Northeasterly right-of-way line of South Front Street, a distance of 481.39 feet to a concrete monument; thence North 46 degrees 54 minutes 36 seconds West a distance of 263.31 feet to a point on the Northeasterly line of Lot 6 as recorded in Plat Book "B", page 57, of the Tazewell County Recorder's Office; thence North 24 degrees 46 minutes 48 seconds West, along the Northeasterly line of said Lot 6 a distance of 35.6 feet; thence North 87 degrees 04 minutes 48 seconds West a distance of 214.55 feet to a point on the Northwesterly line of said Lot 6; said point being 200 feet from the Northerly corner of said Lot 6; thence South 46 degrees 59 minutes 11 seconds West, along the Northwesterly line of said Lot 6 and Lot 8 as recorded in Plat Book "B", page 57 of the Tazewell County Recorder's Office, a distance of 1,146.23 feet to the Northerly corner of Tract I previously described; thence South 43 degrees 00 minutes 54 seconds East, along said Tract I, a distance of 280.47 feet; thence South 42 degrees 00 minutes 08 seconds West, along said Tract I, a distance of 188.94 feet; thence South 19 degrees 51 minutes 12 seconds West, along said Tract I, a distance of 276.07 feet; thence South 69 degrees 54 minutes 46 seconds East, along said Tract I, a distance of 148.90 feet; thence South 20 degrees 05 minutes 14 seconds West, along said Tract I, a distance of 196.00 feet; thence South 86 degrees 48 minutes 22 seconds East, along said Tract I, a distance of 267.42 feet; thence South 00 degrees 56 minutes 03 seconds West, along said Tract I, a distance of 159.82 feet to the property line of Quaker Oats Company; thence North 89 degrees 27 minutes 16 seconds East, along said property line a distance of 345.67 feet; thence North 00 degrees 56 minutes 03 seconds East, along said property line, a distance of 189.47 feet of the Place of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Exhibit 10.3

Execution Version

LIMITED LIABILITY COMPANY AGREEMENT
OF
ILLINOIS CORN PROCESSING, LLC

A DELAWARE LIMITED LIABILITY COMPANY

Dated: November 20, 2009

The Interests represented by this Limited Liability Company Agreement have not been registered under the Securities Act of 1933 or any other securities laws, and the transferability of the Interests is restricted. Article X of this Limited Liability Company Agreement imposes further restrictions upon the transfer, sale, hypothecation or assignment of the Interests.

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LIMITED LIABILITY COMPANY AGREEMENT
OF
ILLINOIS CORN PROCESSING, LLC
(a Delaware limited liability company)

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is entered into and shall be effective as of November 20, 2009 (the "Effective Date"), by and between **MGP Ingredients, Inc.**, a Kansas corporation ("MGPI"), and **Illinois Corn Processing Holdings LLC,** a Delaware limited liability company ("ICPH"), as the Members, pursuant to the provisions of the Delaware Limited Liability Company Act, on the following terms and conditions:

Article I
THE COMPANY

1.1 Formation. The Company was formed on October 5, 2009 as a limited liability company pursuant to the provisions of the Act. MGPI adopted a limited liability company agreement as the sole member of the Company as of such date. From and after the Effective Date, the Company shall operate upon the terms and conditions set forth in this Agreement, and as of the Effective Date this Agreement shall supercede and replace in their entirety all prior limited liability company agreements of the Company.

1.2 Company Name. The name of the Company shall be "Illinois Corn Processing, LLC", and all business of the Company shall be conducted in such name. The Members may change the name of the Company at any time.

1.3 Purposes. The Company shall have the power to conduct any lawful business permitted under the Act. However, the Company shall not engage in any business other than owning and operating the Plant for the purpose of engaging in any and all aspects of the fuel ethanol and alcohol business (including associated by-products) without the unanimous prior consent of the Members.

1.4 Principal Place of Business. The principal place of business of the Company shall be at 1301 S. Front Street, Pekin, Illinois 61554. The Members may change the principal place of business of the Company to any other place within or without the State of Illinois.

1.5 Term. The term of the Company commenced on the date the Company's certificate of formation described in, and complying with the requirements of, the Act (the "Certificate") was filed in the office of the Secretary of State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Company and its business is completed following a Liquidating Event, as provided in Article XIII hereof.

1.6 Filings; Agent for Service of Process.

(a) The Members shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of

Delaware. The Members shall cause amendments to the Certificate to be filed whenever required by the Act.

(b) The Members shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other states or jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company shall be as appointed by the Members in accordance with the Act.

(d) Upon the dissolution of the Company, the Board (or, in the event there is no remaining Advisor, any Person elected pursuant to Section 13.2 hereof) shall promptly execute and cause to be filed a certificate of cancellation in accordance with the Act and the laws of any other states or jurisdictions in which the Company has qualified as a foreign limited liability company.

1.7 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all of its real and personal property in the name of the Company and not in the name of any Member.

1.8 Payments of Individual Obligations. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of any Member.

1.9 Independent Activities; Transactions With Affiliates.

(a) Each Member and their Affiliates, including any individuals appointed by a Member to the Board, shall be required to devote only such time to the affairs of the Company as such Person determines in its reasonable discretion may be necessary to manage and operate the Company, and each such Person shall be free to serve any other Person or enterprise in any capacity that it may deem appropriate in its discretion.

(b) Except (i) as provided in Section 7.3 (Confidentiality) and Section 7.4 (Nonsolicitation, (ii) as prohibited by applicable law or (ii) as prohibited by any other written contract restricting such Person's activities *vis a vis* the Company, any Member and any Affiliate of a Member, including any individual appointed by a Member to the Board, may, notwithstanding this Agreement, engage on its own behalf in whatever activities they choose, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company or any Member and neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or any Affiliate of a Member, including any individual appointed by a Member to the Board, from engaging in such activities, or require any Member to permit the Company or any Member to participate in any such activities, and as a material part of the consideration for the execution of

this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

(c) To the extent permitted by applicable law and except as otherwise provided in this Agreement, the officers of the Company, when acting on behalf of the Company, are hereby authorized to purchase Property from, sell Property to, or otherwise deal with any Member, acting on its own behalf, or any Affiliate of any Member, provided that any such purchase, sale or other transaction shall be made on terms and conditions which are no less favorable to the Company than if the sale, purchase, or other transaction had been entered into with an independent third party.

1.10 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means the Delaware Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Advisors" has the meaning set forth in Section 6.1(a).

(c) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person and (ii) any director or officer of such Person. For purposes of this paragraph (c), the terms "control," "controlled" or "controlling" shall include, without limitation (i) the ownership, control or power to vote fifty percent (50%) or more of (A) the outstanding shares of any class of voting securities, or (B) the partnership, limited liability company or beneficial interests of any Person, directly or indirectly, or acting through one or more Persons, (ii) the control in any manner over the general partner(s) or manager(s) or the electing of more than one director or trustee (or persons exercising similar functions) of such Person, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such Person.

(d) "Affiliate Transaction" has the meaning set forth in Section 5.7.

(e) "Agreement" means this Limited Liability Company Agreement, as amended from time to time.

(f) "Annual Budget" means an annual budget prepared by the President and the Chief Financial Officer at the direction of the Board with respect to the Company's operation of the Plant for the next Fiscal Year, which budget shall be prepared sufficiently in advance of each Fiscal Year to be approved by the Members prior to commencement of the Fiscal Year for which the budget relates. In the event that the Members do not approve a new annual budget, the Company shall continue to operate under the prior Fiscal Year budget.

(g) "Board" means the Board of Advisors appointed and acting as a group in accordance with this Agreement.

(h) "Bankruptcy" means, with respect to any Person, a "Voluntary Bankruptcy" or an "Involuntary Bankruptcy." A "Voluntary Bankruptcy" means, with respect to any Person, the inability of such Person generally to pay its debts as such debts become due, or

an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors; the filing of any petition or answer by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property; or corporate action taken by such Person to authorize any of the actions set forth above. An "Involuntary Bankruptcy" means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver, or liquidator of such Person or of all or any substantial part of the property of such Person which order shall not be dismissed within sixty (60) days.

(i) "Business Day" means a day of the year on which banks are not required or authorized to close in Pekin, Illinois.

(j) "Capital Contributions" means, with respect to any Member or Interest Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest in the Company held by such Person. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a Person related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Person until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2). Any reference in this Agreement to the Capital Contribution of a Member shall include the Capital Contribution made by any predecessor holder of the Interest of that Member. In the event of a revaluation of Capital Accounts pursuant to Section 5.11, such revalued Capital Account of a Member or Interest Holder shall be treated as the Capital Contribution of such Member or Interest Holder from such point forward, subject to any future revaluation.

(k) "Certificate" has the meaning set forth in Section 1.5 hereof.

(l) "Change of Control" means any of the following: (i) the merger, reorganization, or consolidation of the Company or any Subsidiary into or with another corporation such that the Members holding Common Units immediately preceding such merger, reorganization, or consolidation shall own less than fifty percent (50%) of the voting securities of the surviving entity; (ii) the sale, transfer, or lease (but not including a transfer or lease by pledge or mortgage to a bona fide lender) of all or substantially all the consolidated assets of the Company, whether pursuant to a single transaction or a series of related transactions; or (iii) the sale or transfer, whether in a single transaction or pursuant to a series of related transactions, of Interests such that the Members holding a majority of the Interests immediately prior to such sale

or transfer or series of transfers cease to hold a shall own less than fifty percent (50%) of the Interests after such sale or transfer or series of transfers. A Permitted Transfer shall not be taken into account in determining whether a change in control or sale of a majority of the voting equity securities of the Company has occurred. In determining whether a "Change in Control" has occurred within the meaning of this provision, the substance, rather than the form, of the transaction(s) shall control, and that beneficial or equitable, rather than merely legal, title shall be examined to determine whether a Change in Control has occurred.

(m) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(n) "Company" means the limited liability company formed and operated pursuant to this Agreement.

(o) "Confidential Information" has the meaning set forth in Section 7.3 hereof.

(p) "Contribution Agreement" means that certain Contribution Agreement dated this date between the Company and MGPI whereby MGPI contributed the Plant and related assets to the Company, immediately prior to the sale of Intersts to ICPH pursuant to the LLC Interest Purchase Agreement, as a Capital Contribution valued at $30 million.

(q) "Debt" means, without duplication, all indebtedness, liabilities and obligations which in accordance with GAAP are required to be classified by the Company upon a balance sheet as liabilities, and in any event shall include all (i) obligations for borrowed money or which have been incurred by the Company in connection with the purchase or other acquisition of property (including trade accounts payable incurred in the ordinary course of business), (ii) obligations secured by any lien on, or payable out of the proceeds of or production from, any property, whether or not the Company has assumed or become liable for the payment of such obligations, (iii) indebtedness, liabilities and obligations of third parties, including joint ventures and partnerships of which the Company is a venturer or general partner, recourse to which may be had against the Company, (iv) obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Company, notwithstanding the fact that the rights and remedies of the seller, lender or lessor under such agreement in the event of default are limited to repossession or sale of such property, (v) Capitalized Lease Obligations (as defined in the Loan Agreements), (vi) the aggregate undrawn face amount of all letters of credit and/or surety bonds issued for the account of and/or upon the application of the Company together with all unreimbursed drawings with respect thereto, (vii) the Termination Value (as defined in the Loan Agreements) under any Commodities Contract (as defined in the Loan Agreements) to which the Company is a party to the extent the Termination Value is owed or would be owed by the Company and (viii) and indebtedness, liabilities and obligations of the Company under guarantees. Debt shall not include obligations in respect of any accounts payable that are incurred in the ordinary course of the Company's business and are not delinquent or are being contested in good faith by appropriate proceedings.

(r) "Effective Date" has the meaning given in the introductory paragraph hereof.

(s) "Environmental Laws" means any federal, state, or local law, regulation or ordinance for protection of human health or the environment.

(t) "Ethanol Off-Take Agreement" means that certain Marketing Agreement dated the Effective Date between the Company and SEACOR Energy Inc., an Affiliate of ICPH, with respect to ethanol produced at the Plant.

(u) "Excluded Equipment" means the equipment located in the wheat starch and wheat protein plant that is part of the facilities at the Plant, which shall remain the sole property of MGPI and is not Property of the Company but which may be stored at the Plant pursuant to, and in accordance with the terms of, the Contribution Agreement.

(v) "Family" means, with respect to a Person who is an individual, such person's spouse, natural or adoptive lineal ancestors or descendants, and trusts for his or any of their exclusive benefit.

(w) "Fiscal Year" means the calendar year or any portion of the calendar year for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article III hereof.

(x) "Food Grade Alcohol Off-Take Agreement" means that certain Marketing Agreement dated the Effective Date between the Company and MGPI with respect to food-grade and industrial-grade alcohol produced at the Plant.

(y) "GAAP" means U.S. generally accepted accounting principles, as in effect from time to time.

(z) "Hazardous Substances" means any chemical, substance or material which is regulated by or establishes liability under any Environmental Law.

(aa) "ICPH" has the meaning given in the introductory paragraph hereof.

(bb) "ICPH Option" means ICPH's option to acquire up to an additional 20% of the Company from MGPI as set forth in the LLC Interest Purchase Agreement.

(cc) "Interest" means those ownership interests in the Company received by the Members in exchange for certain specified Capital Contributions made pursuant to Section 2.1 hereof, including any and all benefits to which the holder of such Interests may be entitled as provided in this Agreement, together with all obligations of such Persons to comply with the terms and provisions of this Agreement.

(dd) "Interest Holder" means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. "Interest Holders" means all such Persons.

(ee) "Liquidating Event" has the meaning set forth in Section 13.1 hereof.

(ff) "LLC Interest Purchase Agreement" means that certain LLC Interest Purchase Agreement dated the Effective Date between ICPH and MGPI whereby ICPH purchased 50% of the Interests of the Company for $15 million cash from MGPI.

(gg) "Loan Agreements" means, collectively, (i) the Term Loan Agreement and (ii) until refinancing with a third party, the Revolving Loan Agreement.

(hh) "Loan Documents" means the Loan Agreements and each note, mortgage, security agreement, instrument, agreement and certificate delivered to the lender pursuant to the Loan Agreement.

(ii) "Majority in Interest" means any individual Member or group of Members holding an aggregate of more than 50% of the Interests (i) held by all Members or (ii) held by a lesser number of Members than all of the Members if one or more Members is excluded from the vote.

(jj) "Member" means any Person (i) whose name is set forth in the first paragraph of this Agreement or who has become a Member pursuant to the terms of Section 10.8 hereof, and (ii) who holds an Interest. "Members" means all such Persons.

(kk) "MGPI" has the meaning given in the introductory paragraph hereof.

(ll) "Net Cash Flow" means the consolidated gross cash proceeds from Company and Subsidiary operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for all Company and Subsidiary expenses, debt payments, capital investments (including improvements to existing assets and acquisition of additional assets), replacements, guaranteed payments to Interest Holders and contingencies, all as determined by the Board. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this Section.

(mm) "Net Working Capital" means (i) the total amount reflected as total current assets, minus (ii) the total amount reflected as current liabilities as reported on the most recent financial statements of the Company as prepared in accordance with generally accepted accounted principals applied in a manner consistent with the Company's audited financial statements;. minus (iii) any amount payable with respect to the Company's revolving credit facility which is not classified as a current liability in the Company's financial statements. For the avoidance of doubt the amount of current liabilities shall include amounts payable in one year with respect to the Term Loan Agreement.

(nn) "Percentage Interest" of a Member means, at any particular time, a ratio, expressed as a percentage, which is the ratio that the Capital Contribution of such Member bears to the total Capital Contributions of all Members, as may be modified by Section 2.3.

(oo) "Permitted Transfer" has the meaning set forth in Section 10.2 hereof.

(pp) "Person" means any individual, partnership, corporation, trust, limited liability company or other entity.

(qq) "Plant" means the alcohol production facility acquired by the Company from MGPI located at 1301 S. Front Street, Pekin, Illinois 61554, including all related real estate, improvements, equipment and other real and personal property at such location, other than the Excluded Equipment.

(rr) "Property" means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

(ss) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(tt) "Revolving Loan Agreement" means that certain Revolving Loan and Security Agreement dated the Closing Date between SEACOR Capital Corporation (an Affiliate of ICPH), as lender, and the Company, as borrower, whereby SEACOR Capital Corporation is providing up to $20 million in revolving credit facility financing secured by substantially all of the Company's assets.

(uu) "Subsidiaries" means all of the corporations, limited liability companies, partnerships and other entities in which the Company, directly or indirectly, owns more than 50% of the equity interests. "Subsidiary" means any of the Subsidiaries.

(vv) "Supermajority in Interest" means any individual Member or group of Members holding an aggregate of more than 66⅔% of the Interests (i) held by all Members or (ii) held by a lesser number of Members than all of the Members if one or more Members is excluded from the vote.

(ww) "Tax Due" has the meaning set forth in Section 4.1(a) hereof.

(xx) "Tax Matters Member" has the meaning set forth in Section 5.12 hereof.

(yy) "Term Loan Agreement" means that certain Term Loan and Security Agreement dated the Closing Date between SEACOR Capital Corporation, as lender, and the Company, as borrower, whereby SEACOR Capital Corporation is providing $10 million in term loan financing secured by substantially all of the Company's assets.

(zz) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of.

Article II
MEMBERS' CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. The name, address, Capital Account balances and Interests in the Company of each Member are stated onExhibit A. The Members acknowledge

that (a) MGPI contributed the Plant immediately prior to the Effective Date as the sole member of the Company; (b) ICPH purchased 50% of the Interests from MGPI on the Effective Date; (c) for federal income tax purposes, the purchase of Interests by ICPH shall be treated by the Members and the Company in a manner consistent with Revenue Ruling 99-5; and (d) the Company shall make the election described in Section B.3(g) of Exhibit B.

2.2 Other Matters.

(a) Except as otherwise provided in this Agreement, no Member or Interest Holder shall demand or receive a return of its Capital Contributions or withdraw from the Company without the consent of all Members. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided herein.

(b) No Member or Interest Holder shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member or Interest Holder, except as otherwise provided in this Agreement.

(c) Except as otherwise provided by a separate written agreement, no Member shall be liable for the debts, liabilities, contracts, or any other obligations of the Company. Except as otherwise provided by any other agreements among the Members or mandatory provisions of applicable state law, a Member shall be liable only to make its Capital Contribution pursuant to Section 2.1 hereof and shall not be required to lend any funds to the Company or, after its Capital Contribution has been made, to make any additional Capital Contributions to the Company, but any Member may make an additional Capital Contribution through the purchase of Interests from the Company in accordance with Section 5.11.

(d) No Advisor shall have personal liability for the repayment of any Capital Contribution of any Member.

2.3 Effect of Disproportionate Additional Capital Contributions. If any additional Capital Contributions are made by Members (or other Interest Holders or new Members) pursuant to Section 5.11 but not in proportion to their respective Percentage Interests immediately prior to such Capital Contributions, then the Percentage Interest of each Member (or other Interest Holder or new Members) shall be amended or determined (as applicable) as follows:

(a) Prior to receipt of any additional Capital Contributions, the Board shall revalue the Capital Account balances of the Members and Interest Holders consistent with the provisions of Treasury Regulations § 1.704-1(b)(2)(iv)(f) and (g) in order to establish the then-current value of the Company in the aggregate and also of each Member's and each Interest Holder's Interests in the Company, based on their Percentage Interests in the current value of the Company as so determined.

(b) The amount of the additional Capital Contributions in the aggregate shall be added to the value of the Company in the aggregate determined pursuant to paragraph (a) and the amount of additional Capital Contributions by each Member and each Interest Holder shall

be added to the value of such Member's and such Interest Holder's Interests determined pursuant to paragraph (a).

(c) The Percentage Interest of each Member and Interest Holder shall be equal the percentage resulting from dividing such Member's (or other Interest Holder's) total amount determined pursuant to paragraph (b) by the aggregate value of the Company after the additional Capital Contributions as determined pursuant to paragraph (b).

Article III
ALLOCATIONS

3.1 Profits. After giving effect to the special allocations set forth inExhibit B and subject to the allocations set forth in Section 5.8(a), if applicable, and subject further to the allocations set forth in Section B.5(e) of Exhibit B, if applicable, the Profits for any Fiscal Year shall be allocated to the Interest Holders in proportion to the Percentage Interests of each Interest Holder.

3.2 Losses. After giving effect to the special allocations set forth inExhibit B and subject to the allocations set forth in Section 5.8(a), if applicable, and subject further to the allocations set forth in Section B.5(e) of Exhibit B, if applicable, the Losses for any Fiscal Year shall be allocated among the Interest Holders in proportion to the Percentage Interests of each Interest Holder.

Article IV
DISTRIBUTIONS

4.1 Net Cash Flow. The Interest Holders shall be entitled to receive distributions of Net Cash Flow from the Company only at the following times:

(a) *Distributions to Fund Interest Holders' Tax Liabilities.* Except as otherwise provided in Article XIII hereof, to the extent of Net Cash Flow, the Company will make periodic cash distributions among the Interest Holders in proportion to the allocations of Profits and Losses applicable if this paragraph (a) were not in this Agreement, no less than ten (10) days prior to the quarterly federal estimated income tax payment due dates for corporate taxpayers, in amounts sufficient to enable each of them (and, if they are pass-through entities for federal income tax purposes, their stockholders, partners, members and beneficiaries, and the members, partners, stockholders and beneficiaries of their members who are pass-through entities) to pay timely Federal, state and local taxes (the "Tax Due") attributable to allocations to them for any Fiscal Year of tax items from the Company (including without limitation the benefit of any and all federal income tax credits) and any items of income, gain, loss or deduction arising out of any adjustments under Code Section 743 that are attributable to any Interest Holder. In determining the amount that will enable each Interest Holder to pay such taxes on a timely basis: one, the Company shall take into account the maximum effective combined rates of Federal, state and local taxes (taking into account the deductibility of state and local taxes for Federal income tax purposes) applicable to any Interest Holder or any such holder of a beneficial interest in any Interest Holder who or which is subject to tax on such tax items and of which the Company has received written notice, and shall use such maximum effective

combined rates in making distributions to all Interest Holders; and two, shall annualize the Company's tax items as appropriate to determine the Tax Due. If Net Cash Flow at the time any distribution is to be made is less than the proportion of Tax Due that is to be paid by the next federal estimated income tax due date, Net Cash Flow shall be distributed among the Interest Holders in proportion to their respective Percentage Interests at the time of such distribution.

(b) *Other Distributions of Net Cash Flow.* Except as otherwise provided in Article XIII hereof and subject to any contractual limitations imposed on the Company, including pursuant to any of the Loan Documents, if Net Cash Flow is greater than the Tax Due, the excess of the Net Cash Flow over the Tax Due may be distributed, at such times as the Board may determine, to the Interest Holders in accordance with their respective Percentage Interests.

4.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article IV for all purposes under this Agreement. The Company is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law and shall allocate any such amounts to the Members with respect to which such amount was withheld.

Article V
MANAGEMENT

5.1 Powers of the Members.

(a) Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Members acting by a Majority in Interest. No Member, acting solely in its capacity as a Member, shall act as an agent of the Company or have any authority to act for or to bind the Company except when authorized by a Majority in Interest or such greater vote as may be required hereunder. In addition to the rights and duties of the Members set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, including Section 5.2 below, the Members shall be responsible for and are hereby authorized to:

(i) control the day to day operations of the Company;

(ii) carry out and effect all directions of the Members and the Board;

(iii) select and engage the Company's accountants, attorneys, engineers and other professional advisors;

(iv) apply for and obtain appropriate insurance coverage for the Company;

(v) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;

(vi) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(vii) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company described in Section 1.3, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and

(viii) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

(b) If, at any time, MGPI is in default of any provision of the Food Grade Alcohol Off-Take Agreement or SEACOR Energy Inc. is in default of any provision of the Ethanol Off-Take Agreement, the non-defaulting party (or the Affiliate of such non-defaulting party that is a Member of the Company) shall assume sole control of the rights provided in Sections 5.1(a)(i), (iii), (v), (vii) and (viii) until such default is cured.

(c) If the Company is in default of the Loan Agreement for failure to pay principal or interest for two consecutive months, ICPH shall assume sole control of the rights provided in Sections 5.1(a)(i), (iii), (v), (vii) and (viii) until the Company has produced positive EBITDA and is current on the payment of principal and interest.

5.2 Limitation on Powers of the Members.

(a) Notwithstanding the provisions of Section 5.1, the Company may not do any of the following acts without the prior approval of a Supermajority in Interest:

(i) make any investment in any Person except to the extent permitted by Section 5.1(a)(v);

(ii) incur Debt, grant any lien upon any Property, undertake any capital expenditure, dispose of any Property or issue any Company guaranty, in each case in excess of $10,000, other than pursuant to the Loan Documents or as otherwise provided in an approved Annual Budget;

(iii) sell, exchange, lease, mortgage, pledge or otherwise dispose of all or substantially all of the Property in a single transaction or series of related transactions;

(iv) terminate, dissolve or wind-up the Company;

(v) (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (2) admit in writing the Company's inability to pay its debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against the Company under applicable federal bankruptcy law, or (5) file a

voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

(vi) engage in any transaction that would result in a Change in Control of the Company;

(vii) commingle the Company's funds with those of any other Person;

(viii) amend the Certificate;

(ix) issue an Interest to any Person who is not a Member prior to such Issuance and admit such Person as an additional Member;

(x) approve a merger or consolidation of the Company with or into another Person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;

(xi) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or

(xii) redeem any Interests or recapitalize the Company.

(b) In addition to the foregoing, no Member or officer of the Company may do any of the following acts, without the unanimous consent of all Members:

(i) Cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company as set forth in Section 1.3 hereof;

(ii) Knowingly do any act in contravention of this Agreement;

(iii) Do any act in violation of applicable laws or regulations;

(iv) Knowingly do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;

(v) Possess Property, or assign rights in specific Property, for other than a Company purpose; or

(vi) Perform any act that would subject any Member to liability as a partner or otherwise as a result of its ownership of an Interest in any jurisdiction.

5.3 Quorum; Required Vote. The presence, in person or by proxy, of a Majority in Interest shall constitute a quorum for the transaction of business by the Members. The

affirmative vote of a Majority in Interest shall constitute a valid decision of the Members, except where a larger vote is required by the Act, the Certificate or this Agreement.

5.4 Procedure for Consent.

(a) In any circumstances requiring the approval or consent of the Members as specified in this Agreement, such approval or consent shall, except as expressly provided to the contrary in this Agreement, be given or withheld in the sole and absolute discretion of the Members and conveyed in writing to the Board not later than ten (10) Business Days after such approval or consent was requested by the Board or any Member. If the necessary approval or consent of the Members to such action is received, the appropriate officers of the Company shall be authorized and empowered to implement such action without further authorization by the Members.

(b) Notwithstanding any other provision of this Agreement to the contrary, any approval or consent required of all or any portion of the Members may be given at a meeting, in writing sent by U.S. first class mail, by electronic transmission, or by facsimile transmission, and such approval or consent need not be given simultaneously or in the same meeting or conversation.

5.5 Meetings. Meetings of the Members shall be called upon the written request of any Member. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than ten (10) days nor more than sixty (60) days prior to the date of such meeting. Members may vote in person or by proxy at any such meeting.

5.6 Officers.

(a) *Establishment; Nomination and Election.* The officers of the Company shall be nominated and elected by a Majority in Interest, and may consist of a President and General Manager, one or more Vice Presidents, a Chief Financial Officer, a Treasurer, and a Secretary. Additional offices may be created by Members from time to time. Any number of offices may be held by the same person. The Members may choose not to fill any office for any period as they may deem advisable, except that the offices of President and Secretary shall be filled as expeditiously as possible.

(b) *Election and Term of Office.* The officers of the Company shall be so nominated and elected annually by a Majority in Interest at the Members' first meeting held after January 1 of each year, or as soon thereafter as convenient. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided. The Members hereby appoint Randy Schrick as President and General Manager of the Company, to serve in such capacity until his successor is duly elected and qualified or until his earlier resignation or removal.

(c) *Removal.* Any officer or agent elected in accordance with this Section 5.6 may be removed by the Board whenever in its judgment the best interests of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(d) *Vacancies*. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

(e) *Compensation*. Compensation of all officers, if any, shall be fixed by the Board, and no officer shall be prevented from receiving such compensation by virtue of his or her also being any employee, officer, director or agent of a Member or any Member's Affiliate(s).

(f) *Powers and Duties*. The powers and duties of the officers will be those usually pertaining to their respective offices, subject to the general direction and supervision of the Members in consultation with the Board. Such powers and duties will include the following:

(i) President and General Manager. The President and General Manager shall be the chief executive officer of the Company and shall be responsible for the general and active management of the operation of the Company subject to the authority of the Members. The President and General Manager shall be responsible for the administration of the Company, including general supervision of the policies of the Company, general and active management of the financial affairs of the Company, and the day-to-day operations of the Company (including the hiring and firing of other officers and employees), and shall execute bonds, mortgages, or other contracts in the name and on behalf of the Company.

(ii) Vice Presidents. Each Vice President shall familiarize himself or herself with the affairs of the Company, and shall have such powers and perform such duties as may be prescribed from time to time by the Board or the President. At the request of the President, any Vice President may act temporarily in the place of the President and when so acting shall possess all the powers of and perform all the duties of that officer.

(iii) Chief Financial Officer. The Chief Financial Officer shall have charge of the accounting affairs of the Company and shall be responsible for keeping the financial books and records of the Company.

(iv) Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Members, and shall record all votes and the minutes of all such proceedings in books to be kept for that purpose. The Secretary shall give, or cause to be given, any notice required to be given of any meetings of the Board and the Members, and shall perform such other duties as may be prescribed by the Board or the President, under whose supervision he shall be.

5.7 Affiliate Transactions. Notwithstanding anything herein to the contrary, any contract or transaction between the Company or its Subsidiaries, on one hand, and one of the Members or its Affiliates (excluding the Company and its Subsidiaries), on the other hand (an "Affiliate Transaction") may only be approved, amended, modified or waived on behalf of the Company or its Subsidiaries by a majority of the Advisors then in office who were not appointed by the Member that is a party to the Affiliate Transaction, even though less than a quorum.

However, the Company shall be authorized to enter into and execute the Loan Documents, the Ethanol Off-Take Agreement and the Food Grade Alcohol Off-Take Agreement on the Effective Date without further action by the Board or the Members.

5.8 Cessation of Business.

(a) If there is an EBITDA Loss in any one fiscal quarter in excess of $500,000, MGP or ICPH shall have the right to cause the Company to shut down the Plant. If either such Member elects to shut down the Plant (the "Electing Party") and the other Member objects to shutting down the Plant (the "Objecting Party"), the Electing Party shall have ten days to withdraw its election. If the Electing Party fails to withdrawal its election during such ten-day period, the Plant will remain open and the Objecting Party shall be allocated eighty percent of each subsequent quarter's EBITDA Loss or EBITDA Profit. At the end of such quarter, the Electing Party may withdraw its election. If the election is withdrawn, the allocation of Losses shall revert to being in accordance with Percentage Interests under Section 3.2. If the election is withdrawn, the allocation of Profits, if any, shall be 80% to the Objecting Party and 20% to the Electing Party until the amount of Profits allocated to the Members on an 80-20 basis equals the prior amount of Losses allocated to the Members on an 80-20 basis. Thereafter, subsequent Profits shall be allocated to the Members in accordance with their respective Percentage Interests under Section 3.1. Notwithstanding anything herein to the contrary, if upon liquidation of the Company there have been insufficient Profits to allocate on an 80-20 basis to fully offset the Losses allocated on an 80-20 basis (including Profits or gain, if any, in connection with sale or other liquidation of the Company), then the "Excess Loss" (as defined below) allocated to the Objecting Party shall reduce on a dollar for dollar basis the amount of the Capital Contribution otherwise distributable to such Member pursuant to Section 13.2 and such amount shall instead be distributed to the Electing Member. For purposes of this Section 5.8, "Excess Loss" equals the amount of Losses allocated to the Objecting Party pursuant to this Section 5.8 in excess of the amount of Losses that would have been allocated to such Member in accordance with its Percentage Interest and not offset by allocations of Profits (on an 80-20 basis) pursuant to this Section 5.8. An example of such allocations of Profits and Losses is set forth on Exhibit C.

(b) If there are three consecutive quarters of Losses totaling $1,500,000 then either MGP or ICPH shall have the absolute right to cause the Company to shut down the Plant, with neither Member having the right to continue operating the plant.

(c) Notwithstanding the provisions of Section 5.8(a):

(i) if Net Working Capital drops below $2,500,000, either Member shall have the right to cause the Company to shut down the Plant; and

(ii) if the Company is in default of the Loan Agreement for failure to pay principal or interest for two months, ICPH may elect to cause the Company to shut down the Plant.

5.9 Indemnification of Advisors, Officers and Members.

(a) To the fullest extent permitted by law, the Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of any Property) shall indemnify, save

harmless, and pay all expenses, costs, or liabilities of or judgments, fines, and claims against each Advisor and officer relating to any liability or damage incurred by reason of such Advisor or officer being an Advisor or officer or any act performed or omitted to be performed by such Advisor or officer in connection with the business of the

Company, including attorneys' fees incurred by such Advisor or officer in connection with the defense of any such action (whether pursuant to a direct suit or derivative suit), including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended). Furthermore, the Company shall make advances for expenses to such Advisor or officer with respect to the matters described in this Section 5.9(a) to the maximum extent permitted by law.

(b) To the fullest extent permitted by law, the Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify and hold harmless, to the maximum extent permitted by law, each Member from and against any and all liabilities, sums paid in settlement of claims, obligations, charges, actions (formal or informal), claims (including, without limitation, claims for personal injury under any theory or for real or personal property damage), liens, taxes, damages (including, without limitation, punitive damages), penalties, fines, investigation and remediation costs, and any other costs and reasonable expenses (including, without limitation, reasonable attorneys', experts', and consultants' fees) imposed upon or incurred by any Member (whether or not indemnified against by any other party) arising directly or indirectly out of:

(i) the past, present, or future treatment, storage, disposal, arrangement for disposal, generation, use, presence, release or threatened release of any Hazardous Substances at or from any past, present, or future properties or assets of the Company, including, but not limited to, actions brought under the Comprehensive Environmental Response Compensation and Liability Act; and/or

(ii) the violation or alleged violation by the Company or any third party of any Environmental Laws;

provided, *however*, that MGPI shall not be entitled to any indemnification under this Section 5.9(b) to the extent that MGPI is obligated to indemnify, or is otherwise liable to, the Company or ICPH under the Contribution Agreement or the LLC Interest Purchase Agreement, as applicable.

(c) The Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of each Member if, for the benefit of the Company, it makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Company and the Member suffers any financial loss as the result of such action.

(d) Notwithstanding the provisions of paragraphs (a)-(c) above, no Member, Advisor, or officer of the Company, or officer, director or shareholder of the any Member be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence, or intentional breach of this Agreement.

(e) Notwithstanding anything to the contrary in any of paragraphs (a)-(c) above, in the event that any provision in any of such Sections is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

5.10 Compensation and Loans.

(a) **Compensation and Reimbursement.** Except as otherwise provided in this Section 5.10 and except for compensation approved by the Board for any Member or Advisor who is employed by the Company, no Member or Advisor shall receive any salary, fee, or draw for services rendered to or on behalf of the Company, nor shall any Member be reimbursed for any expenses incurred by such Member on behalf of the Company.

(b) **Expenses.** Each Member and Advisor may charge the Company for any direct expenses reasonably incurred in connection with the Company's business. Any duty or obligation imposed upon a Member or an Advisor under this Agreement shall be performed at the Company's expense, and no Member or Advisor shall have a duty or obligation to act if the Company does not have adequate funds to pay any expense associated with such act.

(c) **Loans.** Subject to Section 5.2(a)(ii), any Person may, with the consent of a Majority in Interest, lend or advance money to the Company. If any Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Company. The amount of any such loan or advance by a lending Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Board and the lending Member shall agree but not in excess of the maximum rate permitted by law. Except as contemplated by the Loan Documents (as the same may be amended from time to time), none of the Members shall be obligated to make any loan or advance to, or on behalf of, the Company.

5.11 Issuance of Additional Interests in Company.

(a) If the Board shall determine that the Company needs funds which cannot be borrowed from a third-party lender on reasonable terms, any Member may make an additional Capital Contribution to the Company in exchange for the issuance of additional Interests and/or, subject the final approval of a Supermajority in Interest as required by Section 5.2(a)(xii), the Board may seek additional investors in the Company. Any such additional Capital Contributions shall be made in accordance with Section 2.3.

(b) If the Company issues and sells additional Interests or a new class of interests in the Company pursuant to this Section 5.11, the Company shall first offer to sell said additional Interests or new class of interests to the then Members, who shall have the preemptive right, for a period of ten (10) days following such offer, to subscribe for and to purchase at the price fixed therefor up to an amount of said additional Interests or said new interests in the Company (in such minimum increments as the Board may require) which will allow, as nearly as practicable as determined by the Board, each then Member to retain, in the aggregate with respect to all Interests and the new class of interests in the Company, if any, held by it, the same Percentage Interest as such Member has immediately before the issuance of such additional Interests or said new class of interests in the Company.

(c) Each Person purchasing any additional Interest or new class of interest in the Company pursuant to this Section 5.11 who is not a member of the Company immediately prior to such purchase shall be deemed admitted to the Company as a Member upon the consent of a Supermajority in Interest and shall be subject to and bound by this Agreement as if it were an original party hereto. No further action or consent of any other Member shall be required for the admission of a Member pursuant to this Section 5.11, and each Person who is or shall become a Member hereby consents to each and every admission to the Company pursuant to this Section 5.11.

5.12 Tax Matters Member. ICPH is authorized to act as the "Tax Matters Partner" under the Code and in any similar capacity under state or local law.

Article VI
ROLE OF ADVISORY BOARD

6.1 Creation of Advisory Board.

(a) The Company shall have a Board of Advisors (the members of such Board referred to herein as "Advisors") to advise and consult with the Members or to act on behalf of the Members as expressly permitted by this Agreement or a subsequent resolution of the Members. The Board shall assist and make recommendations to the Members with respect all aspects of the business and affairs of the Company, including without limitation, the following matters:

(i) strategic business planning;

(ii) investment activities, including private equity and venture capital investments;

(iii) major acquisitions or dispositions;

(iv) implementation of best practices in effecting the Company's business and operating strategies;

(v) providing management performance assessments and recommendations; and

(vi) assisting in resolving and mediating differences that may, from time to time, arise with respect to the philosophy, policies (including, without limitation, distribution and redemption policies) and interests of the Members (including, without limitation, the valuation of Interests), and the performance of the Company's officers.

(b) Except as otherwise expressly set forth in this Agreement, the decisions of the Board shall be advisory only, and no decision of the Board shall bind or control the authority of the Members in the management and control of the Company. Notwithstanding the foregoing limitation, it is the intent of the Members that Board recommendations be seriously and prudently considered by the Members and the officers of the Company in carrying out their respective responsibilities on behalf of the Company and the Members.

6.2 Appointment of Advisors.

(a) At all times prior to ICPH exercising its purchase rights pursuant to the ICPH Option, the Board shall be comprised of six (6) Advisors as follows: (i) MGPI shall have the sole right to designate one-half of the Advisors to the Board; and (i) ICPH shall have the sole right to designate one-half of the Advisors to the Board.

(b) At all times after ICPH exercises its purchase rights pursuant to the ICPH Option, the Board shall be comprised of six Advisors as follows: (i) MGPI shall have the sole right to designate two Advisors to the Board; and (i) ICPH shall have the sole right to designate four Advisors to the Board.

(c) The initial MGPI designees to the Board shall be Timothy W. Newkirk, John Speirs and Randy Schrick. The initial ICPH designees to the Board shall be Peter Coxon, Evan Behrens and Timothy Power.

(d) Advisors designated to serve on the Board may only be removed (with or without cause) by the Member having the right to designate such Advisors, and any vacancy caused by the death or resignation or removal from the Board of any Advisor shall be filled by only the Member who designated the Advisor creating such vacancy.

(e) Each Advisor shall be required, as a condition of service on the Board, to execute and deliver a confidentiality agreement in form and substance consistent with Section 7.3, respecting the maintenance of the Company's confidential information and trade secrets.

6.3 Board Meetings.

(a) Regular meetings of the Advisors shall be held on a quarterly basis or more frequently as determined by the Board. In addition, any Advisor may call a meeting of the Board upon at least 5 days' Notice to the other Advisors. A written waiver of such notice, signed by each Advisor entitled to notice, whether before or after the date stated therein, shall be deemed equivalent to notice; *provided* that neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Advisors need be specified in such written waiver of notice. Attendance of an Advisor at a meeting also shall constitute a waiver of notice of such meeting. Meetings of the Board shall be held at the principal offices of the Company as set forth in Section 1.4 hereof, or at such other place as shall be designated from time to time by the Advisor calling the meeting. At any meeting, any Advisor may participate by telephone or similar communication equipment, provided that the Advisors participating in such meeting can hear each other. Meetings shall be held in accordance with a schedule established by the Chairman of the Advisory Board.

(b) No action may be taken at a meeting of the Board unless a quorum is present. A quorum shall consist of at least a majority of the total number of Advisors then in office; provided that such majority present includes at least one Advisor appointed by MGPI and at least one Advisor appointed by ICPH. Notwithstanding the foregoing, the requirement for the presence of at least one Advisor appointed by each Member shall not apply to a meeting for which notice is given pursuant to Section 6.3(a) unless the absence of all such Advisors appointed by a Member is due to unavoidable circumstances as determined by a majority of the

total number of Advisors then sitting on the Board in their reasonable discretion. Each Advisor shall be entitled to cast one vote with respect to any decision requiring the approval of the Board. All actions by the Board must be approved by a majority of the total number of Advisors then sitting on the Board.

(c) Any action requiring the approval of the Board may be taken in any manner convenient to the Board (including by meetings in person, telephonic and video conference meetings, votes by electronic mail or other electronic means or by written consent), so long as (i) such action is taken or approved by a majority of the total number of the Advisors then in office and (ii) each Advisor is provided with reasonable prior notice of any such proposed action or meeting. Minutes or comparable written records of all Board meetings or actions shall be maintained by the Company at the direction of the Board.

6.4 Governance of Advisory Board. The Board shall establish procedures for (i) the purposes of conducting the business of the Board, including the appointment of a chairman, (ii) recommendations in connection with the appointment and/or filling of vacancies, and (iii) the general governance of its affairs. The failure to establish any such procedures shall not affect the validity of any action taken by the Board in accordance with this Agreement.

Article VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 In General. As of the date hereof, each of the Members hereby makes each of the representations, warranties and covenants applicable to such Member as set forth in Article VII to each other Member and to the Company, and all of which shall survive the execution of this Agreement.

7.2 Representations and Warranties. Each Member hereby represents and warrants that:

(a) **Due Incorporation or Formation; Authorization of Agreement.** If such Member is a corporation, a limited liability company or a partnership, it is duly organized or duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation and has the corporate, limited liability company or partnership power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Member is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or

qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such Member has the individual, corporate, limited liability company or partnership power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, if such partner is a corporation, limited liability company or partnership, the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, limited liability company or partnership action. This Agreement constitutes the legal, valid, and binding obligation of such Member.

(b) **No Conflict With Restrictions; No Default.** Neither the execution, delivery and performance of this Agreement nor the consummation by such Member of the

transactions contemplated hereby (i) will conflict with, violate, or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Member, (ii) will conflict with, violate, result in a breach of, or constitute a default under any of the terms, conditions or provisions of the articles of incorporation, bylaws, articles of organization, operating agreement or partnership agreement of such Member or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of its material properties or assets is subject, (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization or approval under any indenture, mortgage, lease agreement or instrument to which such Member is a party or by which such Member is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such Member.

(c) **Governmental Authorizations.** Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by such Member under this Agreement or the consummation by such Member of any transaction contemplated hereby has been completed, made or obtained on or before the effective date of this Agreement.

(d) **Litigation.** There are no actions, suits, proceedings or investigations pending or, to the knowledge of such Member, threatened against or affecting such Member or any of its properties, assets or businesses in any court or before or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined could) reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member; and such Member has not received any currently effective notice of any default, and such Member is not in default, under any applicable order, writ, injunction, decree, permit, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member.

(e) **Investigation.** Such Member is acquiring its Interest in the Company based upon its own investigation and, in the case of ICPH, in reliance on the representations, warranties and covenants of MGPI set forth in the Contribution Agreement and the LLC Interest Purchase Agreement, and the exercise by such Member of its rights and the performance of its obligations under this Agreement will be based upon its own investigation, analysis and expertise and, in the case of ICPH, the representations, warranties and covenants of MGPI set forth in the Contribution Agreement and the LLC Interest Purchase Agreement. Such Member's acquisition of its Interest in the Company is being made for its own account for investment, and not with a view to the sale or distribution thereof. Such Member is a sophisticated investor possessing an

expertise in analyzing the benefits and risks associated with acquiring investments that are similar to the acquisition of its Interest in the Company.

7.3 Confidentiality. Each Member hereby agrees to keep confidential all non-public proprietary information of the Company ("Confidential Information") including financial information, customer lists, supplier lists, budgets, concepts, ideas, projects and proposals, and any and all other intellectual property or trade secrets of the Company. Each Member shall hold Confidential Information in confidence and protect it with the same degree of care with which it protects its own information of like importance but in no event less than reasonable care. Notwithstanding the foregoing, the restrictions contained in this Section 7.3 shall not apply to any information that: (a) is now, or subsequently becomes, publicly available other than as the result of an unauthorized disclosure by such Member or any of its employees or agents; (b) was known to such Member or any of its employees or agents and was legitimately in such party's possession, without any prior obligation to the Company to keep such information confidential, prior to such Member obtaining such information in its capacity as a Member; (c) such Member or any of its employees or agents receives from a third party having legitimate possession of such information and who is not under any obligation to keep such information confidential; or (d) such Member or any of its employees or agents independently acquires or develops without use of any information obtained by such Member in its capacity as a Member.

7.4 Nonsolicitation. Each Member hereby agrees as follows:

(a) While a Member and for a period of two years thereafter, such Member shall not, directly or indirectly, and shall cause any of his or her Affiliates not to: (i) induce or attempt to induce any employee of the Company and its Subsidiaries to leave such employment; or (ii) induce or attempt to induce any customer, supplier, vendor, licensee, distributor, contractor, or other business relation of the Company and its Subsidiaries to cease doing business with, or materially and adversely alter its business relationship with, the Company and its Subsidiaries; *provided*, *however*, that general advertising or other recruiting efforts not specifically targeting such persons shall not be deemed to be a breach of the restrictions set forth in this paragraph.

(b) While a Member and for a period of two years thereafter, such Member shall not make or solicit, or encourage others to make or solicit, directly or indirectly, any derogatory or negative statement or communication about the Company and its Subsidiaries or their businesses, services, or activities; *provided, however*, that such restriction shall not prohibit truthful testimony compelled by legal process. Notwithstanding anything herein to the contrary, nothing in this paragraph (b) shall prevent any Member from exercising such Member's authority, or enforcing such Member's rights or remedies, under this Agreement, under any other contract, or applicable law.

(c) The provisions of this Section shall be in addition to and not in lieu of the provisions of any other written agreement between the Company or its Subsidiaries and any Member.

Article VIII
BOOKS AND RECORDS

8.1 Books and Records. The Company shall maintain at its principal place of business separate books of accounts for the Company which shall show a true and accurate record of all costs and expenses incurred, all changes made, all credits made and received, and all income derived in connection with the conduct of the Company

and the operation of its business in accordance with GAAP consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. The Company shall also maintain at its principal place of business such books and records as may be required under the Act. The Company shall use either the cash or accrual method of accounting (as determined by the Board) in preparation of its annual reports and for tax purposes and shall keep its books and records accordingly. Any Member or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy (at such Member's expense) the contents of such books or records.

8.2 Reports.

(a) **In General.** The Chief Financial Officer, or, in the absence of a Chief Financial Officer, the Board, shall be responsible for the preparation of financial reports of the Company and the coordination of financial matters of the Company with the Company's attorneys and accountants.

(b) **Annual Reports.** Within ninety (90) days after the end of each Fiscal Year and at such time as distributions are made to the Members pursuant to Section 13.2 hereof following the occurrence of a Liquidating Event, the Chief Financial Officer, or, in the absence of a Chief Financial Officer, the Board, shall cause to be prepared and each Member to be furnished with financial statements, audited or unaudited as determined by the Board, prepared in all material respects on an accrual income tax basis, and, to the extent inconsistent therewith, in accordance with this Agreement, including the following:

(i) A copy of the balance sheet of the Company as of the last day of such Fiscal Year;

(ii) A statement of income or loss for the Company for such Fiscal Year;

(iii) A statement of the Members' Capital Accounts and changes therein for such Fiscal Year; and

(iv) A statement of the Company's Net Cash Flow for such Fiscal Year.

(c) **Quarterly Reports.** Within thirty (30) days after the completion of each fiscal quarter, the Chief Financial Officer, or, in the absence of a Chief Financial Officer, the Board, shall cause the Company's regularly prepared unaudited financial statements to be distributed to the Members.

(d) **Monthly Reports.** Within fifteen (15) days after the completion of each calendar month, the Chief Financial Officer, or, in the absence of a Chief Financial Officer, the Board, shall cause the Company's regularly prepared unaudited financial statements to be distributed to the Members.

8.3 Tax Information. Necessary tax information shall be delivered to each Member after the end of each Fiscal Year of the Company together with the annual reports described in Section 8.2(b) hereof.

Article IX
AMENDMENTS

9.1 Amendments.

(a) Amendments to this Agreement may be proposed by Members holding ten percent (10%) or more of the Interests. Following such proposal, the Secretary, or, in the absence of a Secretary, the Board, shall submit to the Members a verbatim statement of any proposed amendment, providing that counsel for the Company shall have approved of the same in writing as to form, and the Secretary, or in the absence of a Secretary, the Board shall include in any such submission a recommendation as to the proposed amendment. The Members shall vote on the proposed amendment by written consent or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. A proposed amendment shall be adopted and be effective as an amendment hereto if it receives the affirmative vote of a Supermajority in Interest.

(b) Notwithstanding Section 9.1(a) hereof, this Agreement shall not be amended without the consent of each Member adversely affected if such amendment would (i) modify the limited liability of a Member, (ii) alter in a manner disproportionate to the other Members and such Member's Percentage Interest the interest of a Member in Profits, Losses, Net Cash Flow, other items, or any Company distribution, except upon the sale of additional Interests, or (iii) reduce the percentage of Members or Advisors required to approve, or consent to, any action to be taken by the Members or Advisors on behalf of the Company.

Article X
TRANSFERS OF INTERESTS

10.1 Restriction on Transfers. Except as otherwise permitted by this Agreement, no Member or Interest Holder shall Transfer all or any portion of its Interests without the consent of a Supermajority in Interest. In the event that any Member or Interest Holder shall Transfer any of its Interests, any such transfer, pledge, hypothecation, collateral assignment or encumbrance may only be made pursuant to the foregoing consent requirement and to an agreement that requires the transferee, pledgee or secured party to be bound by all of the terms and conditions of this Article X, and regardless of whether such an agreement is executed, the transferee, pledgee or secured party shall, in fact, be bound by all of the terms and conditions of this Article X.

10.2 Permitted Transfers. Subject to the conditions and restrictions set forth in Section 10.3 hereof and below in this Section 10.2, a Member may at any time Transfer all or any portion of its Interests to (a) any other Member, (b) any member of the transferor's Family,

(c) any Affiliate of the transferor, including any equity owner of the transferor, (d) the transferor's administrator or trustee to whom such Interests are transferred involuntarily by operation of law, (e) in the case of a transferor which is a trust or estate, any beneficiary of such transferor trust or estate or any trust for the exclusive benefit of one or more of the beneficiaries of the transferor trust or estate or of members of any such beneficiary's Family, (f) subject to compliance with Section 10.1, any purchaser approved by a Supermajority in Interest or (g) a pledge to a commercially acceptable lender providing financing to a Member, but any foreclosure of such pledge shall be treated as an Involuntary Transfer. Any Transfer permitted by this Section 10.2 is referred to in this Agreement as a "Permitted Transfer". ICPH acknowledges that MGPI has pledged, or contemporaneously with the execution of this Agreement will pledge, its Interest to Wells Fargo Bank, National Association.

10.3 Conditions to Permitted Transfers. A Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until each of the following conditions is satisfied or is waived by the Board:

(a) Except in the case of a Transfer of Interests involuntarily by operation of law (an "Involuntary Transfer"), the transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Article X. In the case of a Transfer of Interests involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company and

shall be subject to the purchase rights set forth in Section 10.4. In all cases, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer, including any and all accounting and other expenses incurred as a result of adjustments to basis of the Company's assets pursuant to Code Section 743(b).

(b) Except in the case of an Involuntary Transfer, the transferor shall furnish to the Company an opinion of counsel, which counsel and opinion shall be satisfactory to the Company, that the Transfer will not cause the Company to terminate for federal income tax purposes and that such Transfer will not cause the application of the rules of Code Sections 168(g)(1)(B) and 168(h) (generally referred to as the "tax exempt entity leasing rules") or similar rules to apply to the Company, the Property, or the Members.

(c) The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interests transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interests until it has received such information.

(d) Except in the case of an Involuntary Transfer, either (a) such Interests shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (b) the transferor shall provide an opinion of counsel, which opinion and

counsel shall be satisfactory to the Company, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

10.4 Involuntary Transfer — Purchase Rights.

(a) Upon an Involuntary Transfer, a Majority in Interest (determined by excluding any affected Member) may, but is not required to, elect to cause the Company to purchase such Member's Interest as provided in this Section 10.4 by providing written notice to the withdrawing Member or such withdrawing Member's successors or personal representative (the "Withdrawing Member"). Such notice shall be given to the Withdrawing Member within ninety (90) days following the date of the Event of Withdrawal (the "Valuation Date"). The purchase price for any Interest to be purchased by the Company pursuant to this Section 10.4 shall be the fair market value of such Interest as agreed to among the Members, including the Withdrawing Member, or otherwise determined in accordance with this Section 10.4.

(b) If the Members cannot agree upon a fair market value, the value shall be determined by an appraiser (the "Appraiser") agreed to by the Members (including the Withdrawing Member). If the Members (including the Withdrawing Member) cannot agree as to an Appraiser, then the non-withdrawing Member shall select one appraiser, the Withdrawing Member shall select one appraiser, and a third shall be selected by the first two appraisers chosen. The decision of a majority of the appraisers shall be binding on al the parties and such majority of the appraisers shall be deemed to be the "Appraiser" for purposes of this Section 10.4. The fair market value of the Interest to be purchased shall be equal to the amount, if any, that the Withdrawing Member would receive if the Property (including the non-liquid assets, valued at their Market Value (hereinafter defined)) were sold as of the Valuation Date, the Company was dissolved and the proceeds from the hypothetical sale of the Property as of the Valuation Date were distributed to the Members in accordance with Section 13.2; *provided*, *however*, that the Members shall estimate for purposes of such calculation the reasonable selling and liquidation expenses and, except to the extent otherwise taken into account in determining the Market Value of non-liquid assets under Section 10.4(c), all Company debts, liabilities and obligations as of such date.

(c) For purposes of this Section 10.4, the "Market Value" of the non-liquid assets of the Company shall mean the gross fair market value thereof as determined by the Appraiser. If appraisal of any real property of the Company will be necessary, the Appraiser shall be an M.A.I. member of the American Institute of Real Estate Appraisers or an S.R.A. member of the Society of Real Estate Appraisers (or any successor association or body of comparable standing if neither of such associations is then in existence).

(d) Within fifteen (15) days after the Market Value of the non-liquid assets is determined, the Company shall give notice to the Withdrawing Member and the other Members as to the purchase price of the Withdrawing Member's Interest. A Majority in Interest (determined by excluding the Withdrawing Member) shall then have the option (i) to not cause the Company to purchase the Withdrawing Member's Interest, in which event the Withdrawing Member shall have only the rights described in Section 10.7 of a Person who acquired one or more Interests but who is not admitted as a Substitute Member, or (ii) to have the Company

purchase the Interest, and if so, shall promptly set the date on which the closing of the purchase shall occur (the "Closing Date"), which date shall not be less than ten (10) days or more than thirty (30) days from the date the notice by the Company is given. At the closing, the Withdrawing Member shall execute and deliver to the Company such deeds, bills of sale, assignments and other instruments as shall reasonably be requested by the Company to effect the Transfer, as of the Valuation Date, of all the Withdrawing Member's right, title and interest in the Company and its Property. Unless otherwise agreed upon by the Company and the Withdrawing Member, the Company shall pay the purchase price to the Withdrawing Member as follows:

(i) An amount equal to twenty percent (20%) of the purchase price shall be paid to the Withdrawing Member on the Closing Date by wire transfer of immediately available funds.

(ii) The balance of the purchase price shall be evidenced by a promissory note, dated as of the Closing Date, from the Company to the Withdrawing Member providing for principal to be payable in 20 consecutive equal quarterly installments, commencing three (3) months from the Closing Date, and for accrued interest to be payable on each principal installment date. The interest rate payable on the unpaid balance of the promissory note shall be adjusted annually and for any given period shall be an annual rate equal to the Prime Rate (as defined in the Term Loan Agreement) in effect on the first banking day of such year plus one percent (1.0%). Such promissory note shall be secured by the Interest acquired and shall also be due and payable in full upon the commencement of distributions upon the liquidation of the Company or the sale or other disposition of all or substantially all the Company's assets. The Company shall have the right to prepay the note, in whole or in part, from time to time, without penalty.

The purchase price shall be deemed a payment with respect to the Property under Section 736(b) of the Code to the extent of the Withdrawing Member's Capital Account balance, and the remainder shall be deemed a distributive share under Section 736(a) of the Code.

(e) The Company shall pay the fees and expenses of the Appraiser engaged pursuant to this Section 10.4, but the cost thereof shall not be taken into account by the Appraiser in determining the purchase price of the Withdrawing Member's Interest.

(f) The Company, by action of the Members, may assign its purchase rights hereunder to any Member or other Person.

10.5 Drag Along Rights.

(a) In the event of an Approved Sale (as defined below), each Member will (i) consent to and raise no objections against the Approved Sale or the

process pursuant to which the Approved Sale was arranged and (ii) if the Approved Sale is structured as a sale of Interests, each Member will agree to sell his, her or its Interest on the terms and conditions of the Approved Sale. Each Member will take all necessary and desirable actions as directed by the Board in connection with the consummation of any Approved Sale, including without limitation executing the applicable purchase agreement and granting indemnification rights; provided that

any Member required to make indemnification payments in connection with any Approved Sale shall have a right to recover from the other Members to the extent that the amount required to be paid by such Member is disproportionate to the proportion of the total consideration received by all Members, compared to the consideration actually received by such Member.

(b) Each Member will bear his, her or its*pro rata* share (based upon the number of Interests sold) of the reasonable costs of any sale of Interests pursuant to an Approved Sale to the extent such costs are incurred for the benefit of all selling Members and are not otherwise paid by the Company or the acquiring Person. Costs incurred by any Member on his, her or its own behalf will not be considered costs of the Approved Sale.

(c) For purposes of this Section 10.5, an "Approved Sale" means the sale of the Company, in a single transaction or a series of related transactions, to a third party (i) pursuant to which such third party proposes to acquire all of the outstanding Interests (whether by merger, consolidation, recapitalization, reorganization, purchase of the outstanding Interests or otherwise) or all or substantially all of the assets of the Company, (ii) which has been approved by a Supermajority in Interest, and (iii) pursuant to which all Members will receive (whether in such transaction or, with respect to an asset sale, upon a subsequent liquidation) the same form and amount of consideration per Percentage Interest or, if any Members are given an option as to the form and amount of consideration to be received, all Members are given the same option.

10.6 Prohibited Transfers.

(a) Any purported Transfer of Interests that is not a Permitted Transfer shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer that is not a Permitted Transfer, the Interest Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Interests, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interests may have to the Company.

(b) In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.7 Rights of Transferee or Assignees. A Person who acquires one or more Interests but who is not admitted as a Substituted Member pursuant to Section 10.8 hereof shall be entitled only to allocations and distributions with respect to such Interests in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

10.8 Admission of Substituted Members. Subject to the other provisions of this Article X, a transferee of Interests may be admitted to the Company as a Substituted Member only upon satisfaction of the conditions set forth below in this Section 10.8:

(a) A Majority in Interest other than the transferor Member consent to such admission, and the terms and conditions of such admission, which consent may be given or withheld in the sole and absolute discretion of the Members (e.g., such consent may be withheld unreasonably);

(b) The Interests with respect to which the transferee is being admitted were acquired by means of a Permitted Transfer;

(c) The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the Board may reasonably request, as may be necessary or appropriate to confirm such transferee as a Member in the Company and such transferee's agreement to be bound by the terms and conditions hereof;

(d) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Interests;

(e) The transferee of Interests (other than, with respect to clauses (i) and (ii) below, a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Board (and, in the case of clause (iii) below, the transferor Member), (i) make representations and warranties to each nontransferring Member equivalent to those set forth in Section 7.2, (ii) accept and adopt the terms and provisions of this Agreement, including this Article X, and (iii) assume the obligations of the transferor Member under this Agreement with respect to the transferred Interests. The transferor Member shall be released from all such assumed obligations except (x) those obligations or liabilities of the transferor Member arising out of a breach of this Agreement, (y) those obligations or liabilities of the transferor Member based on events occurring, arising or existing prior to the date of Transfer, and (z) any Capital Contribution or other financing obligation (including any loan guarantees) of the transferor Member under this Agreement; and

(f) If the transferee is not an individual of legal majority, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of the transferee to become a Member and to be bound by the terms and conditions of this Agreement.

10.9 Distributions and Applications in Respect to Transferred Interests. If any Interest is sold, assigned, or Transferred during any Fiscal Year in compliance with the provisions of this Article X, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Interests during such Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Board. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes

of making such allocations and distributions, the Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that, if the Company is given notice of a Transfer at least ten (10) Business Days prior to the transfer the Company shall recognize such Transfer as the date of such Transfer, and provided further that, if the Company does not receive a notice stating the date such Interest was transferred and such other information as a

Supermajority in Interest may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the Interest on the last day of the Fiscal Year during which the Transfer occurs. Neither the Company nor the Members shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.9, whether or not any such Member or the Company has knowledge of any Transfer of ownership of any Interest.

10.10 Covenants. Each Member hereby represents, covenants and agrees with the Company for the benefit of the Company and all Members, that (i) it is not currently making a market in Interests and will not in the future make a market in Interests, (ii) it will not Transfer its Interests on an established securities market, a secondary market (or the substantial equivalent thereof) within the meaning of Code Section 7704(b) (and any regulations, proposed regulations, revenue rulings, or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published thereunder), and (iii) in the event such Regulations, revenue rulings, or other pronouncements treat any or all arrangements which facilitate the selling of partnership interests and which are commonly referred to as "matching services" as being a secondary market or substantial equivalent thereof, it will not Transfer any Interest through a matching service that is not approved in advance by the Company. Each Member further agrees that it will not Transfer any Interest to any Person unless such Person agrees to be bound by this Section 10.10 and to Transfer such Interests only to Persons who agree to be similarly bound.

10.11 Co-Sale Rights. No Member or Interest Holder may Transfer any Interest (or equivalents) for value to any third party (except through a sale pursuant to a public offering), unless each other Member or Interest Holder is offered a *pro rata* right (with respect to any Interests owned by such Member or Interest Holder individually at the time of such sale, on a fully diluted basis) on not less than twenty (20) days' advance written notice to participate in any such sale for a purchase price per Interest and on other terms and conditions no less favorable to such other Members or Interest Holders than those applicable to the Member or Interest Holder originally proposing to Transfer its Interest. In the event that the other Members or Interest Holders fail to respond to such notice within such time period, the Member or Interest Holder proposing to Transfer its Interest may proceed with such Transfer without regard to the Co-Sale Right in this Section 10.11 provided that such Transfer is otherwise in compliance with this Agreement.

Article XI
MEMBER EVENTS

11.1 Certain Events. Either Member may elect a remedy set forth in Section 11.2 if the Members are unable to agree on a material decision with respect to the Company within thirty (30) days of the request for a decision being raised.

11.2 Remedies for Certain Events. A Member may, within 90 days of becoming aware of the occurrence of the events specified in Section 11.1, give notice of the event to the other Member. The notice must specify one of the following alternative remedies (which are exclusive remedies):

(a) **Dissolution.** Dissolution of the Company in accordance with Article XIII.

(b) **Mandatory Buy-Sell**. Initiation of the sale of its Interests or the purchase of the other Member's Interests by giving the notice specified in Section 11.4.

If both Members give notices within that time period, the notice given first prevails.

11.3 Voluntary Buy-Sell. At any time after the first anniversary of the date of this Agreement (but not earlier), if no prior notice under Section 11.2 has rightfully been given, either Member may give a written notice to the other offering to purchase the other Member's Interest or sell its Interest to the other Member in accordance with Section 11.4.

11.4 Buy-Sell Offers in General. At any time after any of the events specified in Section 11.2(b) or Section 11.3, either Member (the "Offeror") may give written notice (the "Offer") to the other Member (the "Offeree"), stating that the Offeror offers unconditionally at the option of the Offeree both:

(a) to purchase the entire Interest of the Offeree and

(b) to sell the entire Interest of the Offeror to the Offeree,

in each case for a purchase price equal to the dollar amount which the Offeror would be willing to pay to the Company for all of the Company's Property and the proceeds of such transaction were distributed pursuant to Section 13.2. Notwithstanding anything else in this Article XI, in the event that ICPH is the Offeror within two (2) years after the Effective Date, the purchase price offered by ICPH shall not be less than the price per Percentage Interest that would be required for ICPH to exercise the ICPH Option.

11.5 Terms of the Buy-Sell Offer. The Offer will be irrevocable by the Offeror until the earlier of (a) the Buy-Sell Closing Date or (b) the date on which the Offeree elects to purchase the Offeror's Interest pursuant to Section 11.6(a)(ii). The Offer will not have any other terms; *provided, however*, that the purchasing Member will undertake to (i) assume at the Buy-Sell Closing Date all known obligations of the selling Member to third parties in connection with the selling Member's Interest (with a corresponding reduction in the purchase price) and (ii) use

commercially reasonable efforts to obtain the release of the selling Member from known obligations between the date of the Offer and the Buy-Sell Closing Date.

11.6 Offeree's Response to Buy-Sell Offer.

(a) **Offeree's Response**. At any time during the 90 days following receipt of the Offer, the Offeree may give the Offeror a written notice electing either to:

(i) sell the entire Interest of the Offeree to the Offeror, or

(ii) buy the entire Interest of the Offeror,

in either case upon the terms in this Article XI and otherwise as set out in the Offer.

(b) **Effect of Offeree's Failure to Respond**. If the Offeree fails to give the notice within the 90-day period, then it will be conclusively deemed to have accepted the Offer of the Offeror to purchase the Offeree's Member Interest pursuant to Section 11.4(a) in accordance with the terms of the Offer.

11.7 Closing and Date of the Buy-Sell Closing. The closing (the "Buy-Sell Closing") of the purchase and sale pursuant to Section 11.4 shall take place on the 45th day following the date on which the Offer under Section 11.4 is received, or, if that day is not a Business Day, on the next following Business Day (the "Buy-Sell

Closing Date"). The Buy-Sell Closing Date will be extended to the extent necessary for either Member to secure any required governmental approval or consent to a date five Business Days following such approval or consent so long as that Member is using commercially reasonable efforts to pursue the approval or consent and every 30 days during the extension delivers to the other Member a certificate that approval is being so pursued. For purposes of this provision, "governmental approval or consent" includes expiration of the Hart-Scott-Rodino waiting period and similar merger control provisions that do not constitute formal approvals or consents. The Buy-Sell Closing will take place at 11:00 AM local time on the Buy-Sell Closing Date at the offices of the lawyers for the Company (or, if there are none, at the offices of the lawyers for the purchasing Member). At the Buy-Sell Closing, the purchasing Member will pay the purchase price for the selling Member's Member Interest in immediately available funds, and the selling Member will deliver the an assignment document with respect to the transferred Interests, free and clear of all liens an encumbrances.

Article XII
POWER OF ATTORNEY

12.1 Board as Attorney-In-Fact. Each Member hereby makes, constitutes, and appoints the Board, with full power of substitution and resubstitution, its true and lawful attorney-in-fact for it and in its name, place, and stead and for its use and benefit, to sign, execute, certify, acknowledge, swear to, file, and record (a) all certificates of formation, amended name or similar certificates, and other articles, certificates and instruments (including counterparts of this Agreement) which the Board may deem necessary or appropriate to be filed by the Company under the laws of the State of Delaware or any other state or jurisdiction in which the Company is doing or intends to do business and which do not require the specific consent or appropriate vote of the Members; (b) any and all amendments or changes to this

Agreement and the instruments described in (a), as now or hereafter amended, which the Board may deem necessary or appropriate to effect a change or modification of the Company in accordance with the terms of this Agreement, including amendments or changes to reflect (i) the exercise by the Board of any power granted to it under this Agreement and which does not require the specific consent or appropriate vote of the Members; and (ii) any amendments adopted by the Members in accordance with the terms of this Agreement; (c) all certificates of cancellation and other instruments which the Board may deem necessary or appropriate to effect the dissolution and termination of the Company pursuant to the terms of this Agreement; and (d) any other instrument which is now or may hereafter be required by law to be filed on behalf of the Company or is deemed necessary or appropriate by the Board to carry out fully the provisions of this Agreement in accordance with its terms. Each Member authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in connection with the foregoing as fully as such Member might or could do personally, and hereby ratifying and confirming all that any such attorney-in-fact shall lawfully do or cause to be done by virtue thereof or hereof.

12.2 Nature as Special Power. The power of attorney granted pursuant to this Article XII:

(a) Is a special power of attorney coupled with an interest and is irrevocable;

(b) May be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Members; and

(c) Shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of its Interests (which assignment, the Member, acknowledge and agree, is prohibited under this Agreement).

Article XIII
DISSOLUTION, WINDING UP AND SALE OF BUSINESS

13.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

(a) The sale of all or substantially all of the Property;

(b) Unanimous vote of the Members to dissolve, wind up, and liquidate the Company;

(c) At any time that the Company does not then consist of at least one (1) Member;

(d) A demand pursuant to Section 11.2; or

(e) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company.

Subject to paragraph (c) above, the death, retirement, resignation, withdrawal, expulsion, dissolution, bankruptcy or any other event causing the withdrawal with respect to any Member shall not cause the dissolution of the Company, but rather the Company shall continue its business notwithstanding any such occurrence with respect to a Member. The Members hereby agree that any Member who withdraws from the Company shall not be entitled to receive any distribution of cash or Property from the Company as a result or consequence of such withdrawal, but rather shall be entitled only to such allocations and distributions with respect to its Interests as are specifically provided for in this Agreement and shall be treated as a transferee of Interests who has not been admitted as a Member.

13.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the Company's Property has been distributed pursuant to this Section 13.2 and the Certificate has been cancelled in accordance with the Act. The Board shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and Property, shall cause the Company's Property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors, to the extent of the Company's liability therefor;

(b) Second, subject to Section 5.8(a) if applicable *pro rata* to the Members in proportion to their respective unreturned Capital Contributions and Interest Holders in the amounts equal to their then unreturned Capital Contributions; and

(c) Third, the remaining balance, if any, to the Members and Interest Holders,*pro rata* in proportion to their respective Percentage Interests.

13.3 Compliance With Certain Requirements of Regulations; Deficit Capital Accounts. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), (a) distributions shall be made pursuant to this Article XIII to the Members and Interest Holders in accordance with Section 13.2 (or, if applicable, Section 13.6), except that (b) if any Member or Interest Holder has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such Member or Interest Holder shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. In the discretion of the Board, a pro rata portion of the

distributions that would otherwise be made to the Members and Interest Holders pursuant to this Article XIII may be:

(a) distributed to a trust established for the benefit of the Members and Interest Holders for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members and Interest Holders from time to time, in the reasonable discretion of the Board, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 13.2 (or, if applicable, Section 13.6); or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members and Interest Holders as soon as practicable in accordance with Section 13.2 (or, if applicable, Section 13.6).

13.4 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article XIII, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have distributed the Property in kind to the Members and Interest Holders, who shall be deemed to have assumed and taken subject to all Company liabilities, all in accordance with their respective Percentage Interests. Immediately thereafter, the Members and Interest Holders shall be deemed to have recontributed the Property in kind to the Company, which shall be deemed to have assumed and taken subject to all such liabilities.

13.5 Rights of Members. Except as otherwise provided in this Agreement, (a) each Member and other Interest Holder shall look solely to the assets of the Company for the return of its Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company, and (b) no Member or Interest Holder shall have priority over any other Member or Interest Holder as to the return of its Capital Contributions, distributions, or allocations. If the assets of the Company remaining after payment or discharge of the debts and liabilities of the Company are insufficient to return such Capital Contribution, the Members and Interest Holders shall have no recourse against the Company, the Board or any other Member.

13.6 Sale of the Business.

(a) Notwithstanding anything to the contrary contained in this Agreement, in the event that the Company is sold to a bona fide third party purchaser, whether by a sale of assets, membership interests or otherwise (a "Sale of the Business"), on or before the first anniversary of the date of this Agreement, the following provisions shall apply:

(i) if the aggregate sales price received by the Company (or the Members in the event of a sale of membership interests) (the "Sales Price") is equal to the

Base Amount or less, the sales proceeds shall be distributed to the Members in the same manner as set forth in Section 13.2; and

(ii) if the Sales Price is greater than the Base Amount, (A) an amount equal to the Base Amount shall be distributed to the Members in the same manner as set forth in Section 13.2, (B) MGPI shall first receive a disproportionate distribution equal to 15% of any amounts above the Base Amount up to $50,000,000 (the "First Overage"), with the remaining 85% of the First Overage being distributed to the Members in the same manner as set forth in Section 13.2; and (ii) MGPI shall first receive a disproportionate distribution equal to 20% any amounts in excess of the First Overage (the "Second Overage"), with the remaining 80% of the Second Overage being distributed to the Members in the same manner as set forth in Section 13.2.

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event of a Sale of the Business after the first anniversary but on or before the second anniversary of the date of this Agreement, the formulae above will remain the same, *provided*, *however*, that MGPI shall receive as a disproportionate distribution (i) 7.5% of the First Overage (instead of 15%) and (ii) 10% of the Second Overage (instead of 20%).

(c) For the purposes of this Section 13.6:

(i) "Additional Capital Investment" means all additional equity capital contributions and total capital expenditures made by the Members to or on behalf of the Company; and

(ii) "Base Amount" means (x) $50,000,000 plus (y) the product of the Additional Capital Investment multiplied by the sum of one plus (A) the Prime Rate plus 8% or (B) 12%, whichever is greater. The Prime Rate shall be the average prime rate as published in the Wall Street Journal from the date of such Capital Contribution or capital expenditure investment through the date of the Sale of the Business.

Article XIV
MISCELLANEOUS

14.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and sent by mail or by overnight courier, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a hard copy of the telephone conversation or facsimilied communication sent by or by overnight courier, charges prepaid and addressed as follows, or to such other address as such Person may from time to time specify by notice to the Company:

(a) If to the Company, to the address set forth in Section 1.4 hereof; and

(b) If to a Member, to the address set forth below its name in Exhibit A hereof.

Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered.

14.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

14.3 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member. The terms of this Agreement are intended to embody the economic relationship among the Members and shall not be subject to modification by, or be conformed with, any actions by the Internal Revenue Service except as this Agreement may be explicitly so amended and except as may relate specifically to the filing of tax returns. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires. The words "includes" and "including" are used as words of illustration and not limitation. Each reference to an specified or defined agreement shall be to the specified or defined agreement as in effect at the relevant time, taking into account all prior amendments to the specified or defined agreement.

14.4 Time. Time is of the essence with respect to this Agreement.

14.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

14.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

14.7 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

14.8 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

14.9 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

14.10 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members and Interest Holders.

14.11 Waiver of Action for Partition; No Bill for Company Accounting. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Property. To the fullest extent permitted by law, each Member covenants that it will not (except with the consent of the Board) file a bill for Company accounting.

14.12 Counterpart Execution. This Agreement may be executed in multiple counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, regardless of whether all of the parties have executed the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

14.13 Electronic Signatures. Facsimile and emailed signatures of the Members and Interest Holders shall be treated as originals for all purposes of this Agreement.

14.14 Specific Performance. The Company and each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

14.15 Dispute Resolution; Jurisdiction. In the event of any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof the parties shall meet in a good faith attempt to resolve such matter or matters. If such meeting does not result in resolution, any party may pursue any rights available to it in the federal or state courts sitting in, or exercising jurisdiction over, the City of Chicago, Illinois, and each Member hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each Member hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above named court for any reason other than the failure to serve process in accordance with this Section 14.15, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through judgment or otherwise), and (c) to the fullest extent permitted by applicable law that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such court. Each Member hereto waives all personal service of any and all process upon such Member related to this Agreement and consents that all service of process upon such Member shall be made by hand delivery, certified mail or confirmed telecopy directed to such Member at the address specified in Section 14.1 hereof; and service made by certified mail shall be complete seven days after the same shall have been posted.

[Signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Limited Liability Company Agreement as of the day first above set forth.

MEMBERS

MGP Ingredients, Inc.

By: /s/ Timothy W. Newkirk

Timothy W. Newkirk, President and CEO

Illinois Corn Processing Holdings LLC

By: /s/ Peter Coxon
Peter Coxon, President

EXHIBIT A
CAPITAL ACCOUNTS

Name and Address	Capital Contribution	Initial Capital Account	Percentage Interest
MGP Ingredients, Inc. 100 Commercial Street Atchison, Kansas 66002-0130	50% of the Plant pursuant to the Contribution Agreement	$ 15,000,000	50%
Illinois Corn Processing Holdings LLC 11200 Richmond Ave., Suite 400 Houston, Texas 77082	50% of the Plant pursuant to acquisition of Interests from MGPI pursuant to the LLC Interest Purchase Agreement	$ 15,00,000	50%
Totals		$ 30,000,000	100%

EXHIBIT B
TAX EXHIBIT

B.1 **Definitions**. As used in this Exhibit B, the following terms shall have the following meanings:

(a) "Adjusted Capital Account Deficit" means, with respect to any Member or Interest Holder, the deficit balance, if any, in such Member's or Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member or Interest Holder is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(b) "Company Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations for "partnership minimum gain".

(c) "Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Majority in Interest.

(d) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any non-cash asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and a Supermajority in Interest, excluding the Interest of the contributing Member;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Majority in Interest, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member or Interest Holder of more than a de minimis amount of Property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); *provided, however*, that adjustments pursuant to clauses (a) and (b) above shall be made only if a Supermajority in Interest reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members and Interest Holders in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member or Interest Holder shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and a Supermajority in Interest; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Sections B.1(j)(vi) and B.3(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section B.1(d)(iv) to the extent a Supermajority in Interest determines that an adjustment pursuant to Section B.1(d)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section B.1(d)(iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section B.1(d)(i), Section B.1(d)(ii), or Section B.1(d)(iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(e) "Member Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations for "Partner nonrecourse debt".

(f) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(g) "Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(h) "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(i) "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(j) "Profits" and "Losses" for each Fiscal Year mean an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section B.1(j) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section B.1(j) shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section B.1(d)(ii) or Section B.1(d)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with Section B.1(c) hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's or Interest Holder's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this Section B.1(j), any items which are specially allocated pursuant to Section B.3 and Section B.4 hereof shall not be taken into account in computing Profits or Losses.

(k) "Regulatory Allocations" has the meaning set forth in Section B.4 hereof.

B.2 Capital Accounts. A Capital Account shall be maintained for each Member or Interest Holder in accordance with the following provisions:

(a) To each Person's Capital Account there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section B.3 or Section B.4 hereof, and the amount of any Company liabilities assumed by such Person or which are secured by any Property distributed to such Person.

(b) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section B.3 or Section B.4 hereof, and the amount of any liabilities of such Person assumed by the Company or which are secured by any property contributed by such Person to the Company.

(c) In the event all or a portion of an interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(d) In determining the amount of any liability for purposes of Sections B.2(a) and B.2(b) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Majority in Interest shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributions or distributed property or which are assumed by the Company or an Interest Holder or Member), are computed in order to comply with such Regulations, the Majority in Interest may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to Section 13 of the Agreement upon the dissolution of the Company. The Majority in Interest also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members or Interest Holders and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

B.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of Section 3 of the Agreement or this Exhibit B, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member or Interest Holder shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section B.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of Section 3 of the Agreement or this Exhibit B, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section B.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member or Interest Holder unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member or Interest Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member or Interest Holder as quickly as possible, provided that an allocation pursuant to this Section B.3(c) shall be made only if and to the extent that such Member or Interest Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in Section 3 of the Agreement or this Exhibit B have been tentatively made as if this Section B.3(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member or Interest Holder has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member or Interest Holder is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member or Interest Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member or Interest Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section B.3(d) shall be made only if and to the extent that such Member or Interest Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in Section 3 of the Agreement or this Tax Exhibit have been made as if Section B.3(c) hereof and this Section B.3(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members or Interest Holders in proportion to their respective Percentage Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member or Interest Holder who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to an Interest Holder or Member in complete liquidation of its interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members or Interest Holders in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member or Interest Holder to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies. The Company shall make a Section 754 election in connection with the purchase of Interests by ICPH pursuant to the LLC Interest Purchase Agreement.

(h) Loss Limitation. Losses allocated pursuant to Section 3.2 hereof shall not exceed the maximum amount of Losses that can be allocated without causing any Interest Holder to have an Adjusted Capital Account Deficit at the end of any Fiscal year. In the event some but not all of the Interest Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 3.2 hereof, the limitation set forth in this Section B.3(h) shall be applied on an Interest Holder by Interest Holder basis and Losses not allocable to any Interest Holder as a result of such limitation shall be allocated to the other Interest Holders in accordance with the positive balances in

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such Interest Holder's Capital Accounts so as to allocate the maximum permissible Losses to each Interest Holder under Regulations Section 1.704-1(b)(2)(ii)(d)

B.4 Curative Allocations. The allocations set forth in Sections B.3(a), B.3(b), B.3(c), B.3(d), B.3(e), B.3(f) and B.3(g) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section B.4. Therefore, notwithstanding any other provision of this Exhibit B (other than the Regulatory Allocations), the Majority in Interest shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 3.1 and 3.2 of the Agreement. In exercising its discretion under this Section B.4, the Majority in Interest shall take into account future Regulatory Allocations under Sections B.3(a) and B.3(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections B.3(e) and B.3(f).

B.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Majority in Interest using any permissible method under Code Section 706 and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by Section 3 of the Agreement and this Exhibit B and hereby agree to be bound by the provisions of Section 3 of the Agreement and this Exhibit B in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining an Interest Holder's or Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' or Interest Holders' interests in Company profits are in proportion to their respective

Percentage Interests.

(d) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Majority in Interest shall endeavor to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member or Interest Holder.

(e) The allocation of Profits and Losses for tax purposes set forth in Section 3.1, 3.2 and Section 5.8 of this Agreement are intended to produce final Capital Account balances that are at levels ("Target Final Balances") that would permit liquidating distributions made in accordance with such final Capital Account balances to be equal to the distribution that would occur under Section 13.2 or, if applicable, 13.6. However, if

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the Capital Accounts of the Members are in such ratios or balances that distributions pursuant to Section 13.2 or, if applicable, Section 13.6 would not be in accordance with the final Capital Account balances of the Members, such failure shall not affect or alter the distributions required by Section 13.2 or, if applicable, Section 13.6. Notwithstanding the other provisions of this Agreement, if the allocation provisions of this Agreement would not result in positive Capital Account balances necessary to support distributions consistent with such intention upon a Sale of the Business, a dissolution of the Company or other disposition of all or substantially all of the remaining assets of the Company accompanied by an actual distribution of available cash, items of gross income, gain, loss and deduction during such Fiscal Year, if necessary, shall be allocated between the Members so as to produce such Target Final Balances.

B.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members or Interest Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section B.1(d)(i) hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section B.1(d)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Majority in Interest in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section B.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

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EXHIBIT C
CESSATION OF BUSINESS ALLOCATIONS EXAMPLE

If a Loss allocation of $100 occurs during a quarter when there is an Objecting Party, and at such time the Percentage Interest of each Member is 50%, the $100 Loss would be allocated $80 to the Objecting Party and $20 to the Electing Party. Assuming no subsequent allocation of Profit on an 80-20 basis prior to liquidation, the Excess Loss allocated to the Objecting Party would equal 30 (80-50) and the amount of the Objecting Party's unreturned Capital Contribution otherwise due on liquidation pursuant to Section 13.2(b) would be decreased by $30 and the Electing Party's unreturned Capital Contribution otherwise due on liquidation would be increased by $30. Thereafter upon liquidation if there was $2,000 of unreturned Capital Contributions that would otherwise be distributed 50-50 or $1,000 per Member, pursuant to this Section 5.8 the Objecting Member would receive $970 ($1000-$30) and the Electing Member would receive $1,030 ($1000 + $30).
