

# Terms of Use

**YOUR USE OF OUR SITE (“SITE”), YOUR REGISTRATION ON OUR SITE OR ANY OTHER COMPANY WEB PROPERTIES OR THIRD-PARTY SITES MANAGED BY PORK CHAMP, LLC, OR YOUR PROVISION TO US OF ANY CONTENT OR PERSONAL INFORMATION CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE (“TERMS”), INCLUDING BUT NOT LIMITED TO THE PRIVACY AND INFORMATION SECURITY POLICY (THE “PRIVACY POLICY”) ALL AS AMENDED FROM TIME TO TIME. DO NOT USE THE SITE OR PROVIDE CONTENT OR PERSONAL INFORMATION IF YOU DO NOT AGREE TO THE TERMS OR IF YOUR JURISDICTION WILL NOT HONOR THEM.**

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RinglerFeedlots.com, PorkChamp.com, and RinglerEnergy.com are website addresses associated with Ringler Feedlots LLC, Pork Champ LLC, and Ringler Energy LLC, limited liability companies existing under the laws of the State of Ohio.

(“Company,” “we,” “us,” etc.). These Terms are an agreement between the Company and you and govern your use of the Site and all information on or submitted through it.

Some users of this Site are employees or other agents of entities, so references to “you” means both (1) any entity or individual that is your employer or for whom you act as agent, and (2) the

user individually unless otherwise stated on the Site or in these Terms. Persons under 18 years of age are not authorized to use the Site.

1. Restrictions on Use of Content.

The Site contains a variety of information, including (without limitation) information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, that you upload, post or otherwise provide in connection with the Site ("Content"). Much of the Content on the Site is not available for downloading, such as our copyrighted works that we do not distribute or works of others that we are not permitted to distribute. However, we also have a certain amount of Content that we have designated as Content that may be downloaded by you pursuant to these Terms ("Available Content"). YOU MAY REVIEW, DOWNLOAD, COPY, DISTRIBUTE AND USE THE AVAILABLE CONTENT SOLELY FOR THE PURPOSES FOR WHICH IT WAS INTENDED. YOU MAY NOT SELL THE AVAILABLE CONTENT OR OTHERWISE DISTRIBUTE IT FOR A FEE. YOU WILL NOT USE OR DISCLOSE IT OR THE SITE TO ANY THIRD PARTIES EXCEPT AS EXPRESSLY PERMITTED BY THESE TERMS.

This Site is controlled by us from our offices within the United States of America. If you choose to access this Site from locations outside the U.S. you do so at your own risk and you are responsible for compliance with any local laws. You may not use or export anything (including information) from the Site in violation of U.S. export laws, regulations or these Terms.

2. Registration and Creating Profiles etc.; Attribution of Electronic Acts to You.

For some areas of the Site, you may have to complete a registration process or create a profile. Completion of the process will usually create an account with a user name and password or other identifier which you agree to guard as confidential information if you are careless with it, others may be able to access the information. You agree to provide accurate, current and complete information at all times. You also agree that you will review, maintain, correct, and update such information in a timely manner to maintain its accuracy and completeness by using the means allowed for the relevant information or, when appropriate, by contacting us. If you provide (or the Company has reasonable grounds to believe that you provided) any information that is inaccurate, not current, or incomplete, the Company may suspend or terminate your access in addition to exercising all rights and remedies allowed by law.

You agree that all uses of the identifier established for you during a registration or similar process will be attributed to and legally bind you and may be relied upon by us and our agents, affiliates, and other third parties with whom we work in order to provide the Site, Content, or services (including but not limited to our and their respective affiliates, officers, employees and agents) (collectively "Third Parties"), as being a use made by you, even if someone else used your identifier.

3. User Generated Content and Site Activities.

A. User Generated Content. Your Responsibility and License to Others. Sometimes you may wish to provide Content, such as by uploading a video or information. When you provide Content, you:

- represent and warrant that the Content is (a) wholly your original work, or (b) that you have all necessary right, title, interest and licenses to upload it and make it available to the Company and other users for download, distribution and use under these Terms without (i) violation (by you, us, Third Parties, users or anyone else) of any applicable license, restriction or law, or (ii) a potentially adverse consequence to us, Third Parties, users or anyone else that you have not conspicuously disclosed in the Content. As used here, "adverse consequence," means a restriction governing the Content which could be triggered if we or others exercise a right under the license you grant below and which imposes an obligation, liability or impairment of rights on us or others that was not conspicuously disclosed by you before exercise of a right. To disclose an adverse action, you agree to conspicuously place on or in the Content notice that adverse actions can result and that you may be contacted at the email address and telephone number in the notice to obtain your full disclosure of applicable licenses and restrictions applicable to the Content;
- grant the Company, its affiliates, Third Parties, sub-licensees and successors and assigns, and each Site user who downloads the Content under these Terms, a perpetual, nonexclusive, worldwide, royalty-free, fully paid up, irrevocable license to (i) use, copy, distribute, modify and create derivative works from the Content; (ii) publicly perform or display, license and distribute copies of the Content, modified Content and derivative works of the Content; and (iii) sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, as necessary or advisable (as determine by the Company or other licensed person in its sole discretion) to allow the Company or other licensed person to further its related operations, and to create, advertise, operate and manage the Site.

In addition to the rights above, you acknowledge and agree that we may keep Content indefinitely and disclose it for any purpose, including, without limitation, to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) without undertaking a duty to do so, protect the rights, property, or personal safety of the Company, its users and the public.

You agree not to upload, post or otherwise transmit through the Site any Content or any other materials whatsoever that are or could appear to (i) be defamatory, obscene, invasive to another person's privacy or protected data, or tortious; (ii) be infringing upon anyone's intellectual property rights, including any patent, trademark, trade secret, copyright, or right of publicity; (iii) contain any software viruses or any other harmful computer code, files, or programs, including any designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and (iv) be in violation of any applicable license, law or contractual or fiduciary duty or provision (including by exercise of the rights you grant to the Company above).

The Company anticipates that Content or assistance may be made available to you and others through the Site or otherwise. Content may be outdated or contain typographical

errors, inaccuracies, omissions, or problematic or defective functionality, and assistance will need your review. YOU AGREE NOT TO RELY ON CONTENT OR ASSISTANCE AND TO DETERMINE ALL RELEVANT FACTORS ON YOUR OWN, INCLUDING (WITHOUT LIMITATION) ACCURACY, FUNCTIONALITY, QUALITY, RELIABILITY AND OTHER RELEVANT FACTORS. We reserve the right to monitor and exercise all other rights of ours, and also to modify or remove any Content or assistance at any time, but do not undertake any duty to do so.

Any opinions, advice, statements, assistance, services, offers, or information expressed or made available by third parties, including users, are those of the respective author(s) or distributor(s) and not of the Company.

B. Site Activities. The Site is provided as is and when available, and we may change all Content, functionality and services in our discretion at any time. We may also do this for particular activities even if you have started to participate. Also, we or Third Parties might make a mistake and we reserve the right to correct anything, including, without limitation, Content or assistance on the Site.

C. No Commissions. We do not want to deal with persons desiring to be paid for something unless we intentionally enter into an express contract to do so. For example, if you submit content for someone else without entering into such a contract with us, we will not pay you (or anyone else) a commission or other amount even if we accept the content. We may also use, delete or ignore any information you provided without paying you anything and without undertaking any duties to you or anyone else. If you do not want that result then do not submit any information without entering into a written contract with us first.

4. Privacy and Information Security Policy, INCLUDING CONSENT TO INTERNATIONAL DATA TRANSFERS & DISCLOSURE (Privacy Policy).

Our Privacy Policy is part of these Terms and is incorporated herein. DO NOT PROVIDE, OR ALLOW OTHERS TO PROVIDE, PERSONAL INFORMATION ABOUT ANYONE UNLESS YOU, ON YOUR OWN BEHALF AND ON BEHALF OF ANYONE WHOSE INFORMATION YOU PROVIDE: (A) HAVE REVIEWED AND AGREE WITH THE PRIVACY POLICY, AND (B) ARE AUTHORIZED TO, AND DO, CONSENT TO HAVE ALL DATA USED AND TRANSFERRED INTERNATIONALLY.

5. Infringement Of Our Rights or the Rights of Others; Your Warranty.

Our Site, including the Content, is protected by intellectual property laws and you agree to respect them. See the "Additional or Required Notices" section of these Terms for more information about our trademarks and copyrights. All rights not expressly granted to you are reserved. As for intellectual property rights of others, anyone who believes that their work has been infringed, may provide a notice to our copyright agent - see the Additional or Required Notices section of these Terms. It is our policy to terminate in appropriate circumstances any (if any) account or right of access for repeated infringement, and we also reserve the right to terminate for even one infringement.

6. Feedback; Your License to Us.

We hope that you will provide your Feedback (as defined below) so that we may better support, improve and pursue our mission. However, you agree that you will not supply Feedback that infringes or violates the rights of others, and you hereby grant a License to the Company (as defined below) in your Feedback. You agree that we have no obligation to pay you or anyone else for Feedback or for the License to the Company. "Feedback" means all remarks, data, suggestions, methods, surveys, reports, processes and ideas (including patentable ideas) and other Content that you provide by using the Site or provide about it, Content or any aspect of our mission or operations, whether provided to us or persons working with us or the Feedback, and whether provided through the Site or in other fora or media such as a chat room, survey, report, software tool, bulletin board or otherwise.

As used above, "License to the Company" means a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sub-licensable, worldwide license to the Company to exercise all now or later existing intellectual property rights or other rights of yours or others in the Feedback, for purposes of supporting the Company's purposes (as determined by us in our discretion from time to time) in full or in part and in all possible media (now known or later developed). The foregoing rights include (but are not limited to), the right to display, perform, read (on air or otherwise), and publish in public or private sites, newspapers or other media, brochures, reports and so on, all or part of the Feedback and any other information that you provide through or relating to our Site or the Content. The License to the Company is in addition to any (if any) that you may be required to provide under any separate agreement between us and you.

7. Indemnification.

You agree to indemnify, defend and hold harmless the Company and Third Parties, from and against any and all losses, damage, liability and costs of every nature incurred by any of them in connection with any claim, damage or loss related to or arising out of: your use of the Content, the Site or related sites, any assistance or services provided by us or Third Parties to you, any alleged unauthorized use of the Site by you, or any breach or alleged breach by you of these Terms. You agree to cooperate fully in the defense of any of the foregoing. We reserve the right, at our own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you and you will not settle any matter without our consent in a written and signed document. Your obligation to indemnify, defend and hold harmless shall be limited to the extent that you are afforded sovereign immunity under applicable federal, state or local laws. In such cases where your obligation to indemnify may be limited due to the requirements of federal, state or local laws, you shall be responsible for the ordinary negligent acts and omissions of your agents and employees causing harm to persons not a party to this agreement.

8. NO WARRANTIES, CONDITIONS OR OTHER DUTIES.

THE SITE AND ALL CONTENT (regardless of who generates it), SITE FUNCTIONALITY, ASSISTANCE AND SERVICES PROVIDED BY THE SITE, THE COMPANY OR THIRD PARTIES (collectively, "COMPLETE SITE") ARE SUBJECT TO CHANGE AND ARE PROVIDED BY US OR THIRD PARTIES "AS IS" WITHOUT ANY WARRANTY OR CONDITION, AND WITHOUT THE UNDERTAKING OF ANY DUTY, OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, AND ANY DUTY (IF ANY) OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. THE COMPLETE SITE IS PROVIDED: (1) WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU; AND (2) WITHOUT ANY ASSURANCE, OR WARRANTY, CONDITION OR DUTY OF OR REGARDING: FUNCTIONALITY; PRIVACY; SECURITY; ACCURACY; AVAILABILITY; LACK OF: NEGLIGENCE, INTERRUPTION, VIRUSES OR OF OTHER HARMFUL CODE, COMPONENTS OR TRANSMISSIONS; OR THE NATURE OR CONSEQUENCES OF AVAILABLE CONTENT SUCH AS (WITHOUT LIMITATION) WHETHER SOFTWARE OR OTHER CONTENT IS SUBJECT TO ANY PARTICULAR LICENSE, OR WHETHER IT IS SUBJECT TO ANY RESTRICTIONS OR CONSEQUENCES THAT MIGHT BE TRIGGERED BY ANY EXERCISE OF A RIGHT GRANTED UNDER THESE TERMS. ALSO, THERE IS NO WARRANTY BY US OR THIRD PARTIES OF TITLE OR AGAINST INFRINGEMENT OR INTERFERENCE WITH ENJOYMENT OF ANY ASPECT OF THE COMPLETE SITE. YOU AGREE THAT YOU WILL OBTAIN (INCLUDING THROUGH DOWNLOAD) ANY CONTENT ENTIRELY AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING INFRINGEMENT, BREACH OF CONTRACT, CONSEQUENCE OR DAMAGE, INCLUDING (WITHOUT LIMITATION) TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

9. NO INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES.

TO THE FULL EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER THE COMPANY NOR ANY OF THE THIRD PARTIES WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS, FOR LOSS OF PRIVACY OR SECURITY, FOR LOSS OF REPUTATION, FOR FAILURE TO MEET ANY DUTY (INCLUDING WITHOUT LIMITATION ANY DUTY OF GOOD FAITH OR LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY ASPECT OF THE COMPLETE SITE OR TO ANY BREACH OF THESE TERMS (INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY), EVEN IF WE OR A THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCTS LIABILITY OR MISREPRESENTATION.

10. EXCLUSIVE REMEDY; DAMAGE LIMITATION.

YOU AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF THESE TERMS (INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY) AND FOR ANY AGGREGATE DAMAGES DUE YOU (OR OTHERS RELATED TO YOU) BY THE COMPANY OR ANY OF THE THIRD PARTIES FOR ANY REASON RELATING TO ANY PART OF THE COMPLETE SITE, WILL BE AT OUR OPTION: (A) SUBSTITUTION, CORRECTION OR REPLACEMENT OF ALL OR PART OF THE CONTENT OR SERVICE CAUSING YOUR DAMAGE (IF ANY); OR (B) THE AMOUNT OF YOUR DAMAGES THAT ARE NOT EXCLUDED IN THE PRECEDING SECTION AND WHICH YOU ACTUALLY INCUR IN REASONABLE RELIANCE, WHICH AMOUNT WILL BE THE LESSER OF THE AMOUNT YOU ACTUALLY PAID US FOR THE ITEM CAUSING THE

DAMAGE (IF ANY) OR THE AMOUNT OF SAID DAMAGES SO INCURRED. The damage exclusions and limitations in these Terms are independent and will apply even if any remedy fails of its essential purpose.

11. Linked Sites.

**Our Links to Other Sites:** Our Site may contain links to Web sites of third parties. We provide these links as a convenience, but do not endorse the linked site or anything on it. While their information, products, services and information may be helpful to you, they are independent entities and we do not control or endorse them. You agree that any visits to linked sites are at your own risk and governed by their privacy policies (if any).

*Your Links to Our Site:* You are not permitted to link or shortcut to our Site from your Web site, blog or similar application, without obtaining prior written permission from us.

12. Amendments.

You agree that from time to time we may alter (including adding or eliminating all or parts of provisions) these Terms, including but not limited to the Privacy Policy (öAmendmentsö). Amended versions of these Terms will take effect on the date specified for the amended version (öEffective Dateö) and will apply to all information that was collected before or after the Effective Date, including information in databases. You have no continuing right to use the Site ó it is like a store and each time you visit you will be subject to the version of the Terms in effect on your visit. Like terms on the door to a store, those terms will change from time to time and the changes will be effective when they appear in a replacement version of these Terms as posted by us on the Site. No other Amendments will be valid unless they are in a paper writing signed by us and by you.

Each time you return to the Site, you are responsible for checking the effective date of the then posted version of these Termsô if it is later than the date of the version last reviewed, the Terms have been changed and the new version should be reviewed before using the Site. USE OF THE SITE AFTER THE EFFECTIVE DATE WILL CONSTITUTE YOUR CONSENT TO THE AMENDMENTS, SO IF YOU DO NOT WANT TO BE BOUND BY AN AMENDED VERSION, DO NOT USE THE SITE AND CEASE ALL USE OF THE CONTENT OR SERVICES.

13. GOVERNING LAW AND EXCLUSIVE JURISDICTION.

These Terms and your use of the Site are governed by the laws of the State of Ohio, without regard to its choice of law provisions, except where you are required by published governmental law, ordinance, regulation, directive, order, or the like (collectively, öMandateö) to contract for application of the law of your local jurisdiction. You hereby consent to exclusive jurisdiction of a state or federal court of general jurisdiction sitting in Montgomery County, Ohio, except to the extent you are prohibited from doing so by a Mandate.

14. Legal and Other Notices or Disclosures.

**Notice to You:** You agree that we may give all notices we are required to give you by posting notice on the Site or, if we have your email address, by sending notice by email at our discretion, including (without limitation), disclosures that we are required to give you, legal notices, notice of subpoenas or other legal process (if any), and all other communications. When we

communicate by email, we may use any email address you provide when communicating with us or that we otherwise have in our records, so only supply to us an email address at which you are willing to receive all communications, including legal or potentially sensitive communications. You agree to check for notices posted on the Site.

**Notice to Us (Our Legal Notices Address):** We receive many emails and not all employees are trained to deal with every kind of communication. Accordingly, you agree to send us notice by mailing it to the following (Our Legal Notice Address):

RINGLER FEEDLOTS LLC  
PORK CHAMP LLC  
RINGLER ENERGY LLC

2 Seymour Street  
Marengo, Ohio 43334  
Attention: Alex Ringler

with a copy to:

Joshua J. Chernesky, Esq.  
Dinsmore  
10 N. Ludlow, Ste. 1100  
Dayton, OH 45402

15. Termination or Cancellation; No Continuing Rights.

You have no continuing right to use the Site and we may deny or suspend access, or terminate or cancel this agreement with or without cause and at any time and without prior notice. This is so even if you elect to store documents on this site, so make your own copies of anything to which you want to ensure access. We may give notice of termination or cancellation in the same way that we may provide other notices.

Termination or cancellation will not eliminate the surviving provisions of these Terms (see Entire Agreement; Miscellaneous) and you will still be liable for obligations incurred before the agreement or access ended.

16. Entire Agreement; Miscellaneous.

These Terms, including the Privacy Policy (including any of the supplemental privacy policies), Amendments and any: (a) notices, terms and items incorporated into any of them; (b) additional terms and conditions contained on the Site for particular activities or Content; and (c) our disclosures and your consents provided on or in connection with the Site or any Content, service or other activity constitute the entire agreement between you and the Company regarding the Complete Site or the subject matter of the foregoing (collectively, Entire Agreement). If any provision of the Entire Agreement is found by a court of competent jurisdiction to be invalid, its remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. The foregoing does not impair the enforceability of additional agreements into which you enter.

Our failure to act with respect to a breach by you does not waive our right to act with respect to subsequent or similar breaches. Time is of the essence of the Entire Agreement and there are no third party beneficiaries of it. The terms of this Section 16, Sections 3 and 4, 6 through 10, and 13 through 16, and our rights under the Privacy Policy will survive termination or cancellation of this Agreement. You may print or make an electronic copy of the Entire Agreement for your official records; to the extent required by law, we hereby instruct you to do so. You may not assign these Terms or any of your rights or obligations under these Terms without our prior written consent.

17. System Requirements.

Depending upon what you would like to do with the Company (e.g., if you want to download certain items), you may need to make adjustments to your computer hardware or software so that you will be able to view or receive documents as intended by us. To deal with us electronically, you agree to obtain or use a system at least meeting these requirements:

Basic Requirements:

1. a computer, monitor, cable or modem allowing Internet access or direct-dial accessibility, and a printer capable of printing documents (and website screens) or a hard drive capable of storing data;
2. one of the following computer operating systems:
  - a. Windows NT
  - b. Windows 2000
  - c. Windows XP
  - d. Mac OSX 10.4.4;
3. any of the following Internet browsers:
  - a. IE 8 (for Windows NT, Windows 2000)
  - b. IE 8 (for Windows XP, Windows NT, Windows 2000)
  - d. AOL 8.0 (for Windows XP, Windows NT, Windows 2000)
  - e. Firefox 5 (for Windows XP, Windows NT, Windows 2000, Mac OSX 10.4.4)
  - f. Safari 4 (for Mac OSX 10.4.4);
4. this software: Adobe Acrobat Reader 7.0 or Adobe Acrobat 5.0 or higher;
5. a printer or the ability to make, download or store an electronic copy of any contracts or legal disclosures that we may provide.

We reserve the right to change system requirements at any time without prior notice. If we were required to obtain your consent to dealing with us electronically and we change our system requirements, we will give notice and a right to withdraw your previous consent, if and as required by applicable law.

18. Electronic Transactions.

We and each of the Third Parties may deal with you electronically now and in the future in their respective discretion during the entire course of activities pursued with you, including but not limited to having you electronically sign documents and receive electronic notices. We and each of the Third Parties also reserves the right to deal non-electronically and to require you to do so.

19. Additional or Required Notices.

Various laws require or allow us to give users certain notices and each of them is incorporated into these Terms. Users may review the following notices below:

1. Notice: No Harvesting or Dictionary Attacks Allowed (this provides information about conduct that is unlawful under the U.S. CAN SPAM Act of 2003).
2. Notice Re: Trademarks (this provides notice regarding who owns the trademarks used on our Site and cautions against infringement).
3. Notice Re: Copyright Ownership (this provides notice regarding who owns the copyrights in the Site and its contents and cautions against infringement).
4. Notice of Copyright Agent (this provides contact and other information regarding the Site's copyright agent who may be notified of claimed infringement).
5. Notice of Availability of Filtering Software (this provides a notice under the U.S. Communications Decency Act).

Notice: No Harvesting or Dictionary Attacks Allowed

The Company will not give, sell, or otherwise transfer addresses maintained by it to any other party for the purposes of initiating, or enabling others to initiate, electronic mail messages except as authorized by law or appropriate Company personnel or policies. Except for parties authorized to have such addresses, persons may violate federal law if they: (1) initiate the transmission to our computers or devices of a commercial electronic mail message (as defined in the U.S. "CAN-SPAM Act of 2003") that does not meet the message transmission requirements of that act; or (2) assist in the origination of such messages through the provision or selection of addresses to which the messages will be transmitted.

Notice Regarding Trademarks

The trademarks used in the Site are owned by (1) the Company or (2) their respective trademark owners, and are either trademarks or registered trademarks of the Company. The names of actual companies and products mentioned in the Site may be the trademarks of their respective owners. You may not use any of the above or other trademarks displayed on this Site or in any Content. All rights are reserved.

Notice Regarding Copyright ownership: Copyright 2012 Pork Champ, LLC and/or its affiliates and suppliers. All rights reserved.

All Services provided on the Site and any services or Content provided on any related site owned, operated, licensed or controlled by the Company or any of its units or affiliated entities (collectively, "Group"), are subject to intellectual property rights, contractual and other protections. The intellectual property rights are owned by the Company or others in the Group or their licensors (which may include you). Except for Available Content or Content that you own, no Content may be copied, distributed, republished, uploaded, posted or transmitted in any way

except pursuant to the express provisions of the Terms or with the prior non-electronic consent of the Company or its designee. Modification or use of the Available Content for any other purpose may violate intellectual property rights. No title to copies or to intellectual property rights are transferred to users; all title and rights remain with the Company or others in the Group.

#### Notice Regarding Copyright Agent

The Company respects the intellectual property rights of others and requests that Site users do the same. Anyone who believes that their work has been infringed under copyright law may provide a notice to the designated Copyright Agent for the Site containing the following:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit the Company to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices should be sent to:

RINGLER FEEDLOTS LLC  
PORK CHAMP LLC  
RINGLER ENERGY LLC

2 Seymour Street  
Marengo, Ohio 43334  
Attention: Alex Ringler

with a copy to:

Joshua J. Chernesky, Esq.  
Dinsmore  
10 N. Ludlow, Ste. 1100  
Dayton, OH 45402

#### Notice of Availability of Filtering Software

We do not believe that the Site contains materials that would typically be the subject of filtering software and minors are not authorized to visit our Site. Nevertheless, all users are hereby informed that parental control protections (such as computer hardware, software, or filtering

services) are commercially available that may assist in limiting access to material that is harmful to minors. A report detailing some of those protections can be found at Children's Internet Protection Act: Report on the Effectiveness of Internet Protection Measures and Safety Policies ([www.ntia.doc.gov/ntiahome/ntiageneral/cipa2003/index.html](http://www.ntia.doc.gov/ntiahome/ntiageneral/cipa2003/index.html)).