

NOTICE

Husker Ag, LLC (“Husker Ag”) is strongly committed to protecting your privacy online when visiting our Site. Husker Ag knows that you care how information about you is used and shared and we appreciate your trust that we will do so carefully and sensibly. Husker Ag further recognizes your need for appropriate protection and management of any personally identifiable information (“Personal Information”) you share with us. This Privacy Policy Notice outlines the information Husker Ag will collect on the Husker Ag Site and how we will use that information. By visiting HuskerAg.com (the “Site”), you are accepting the practices described in this Privacy Policy Notice.

TYPES AND USES OF PERSONAL INFORMATION

Personal Information means any information that may be used to identify an individual, including, but not limited to, a first and last name, a home or other physical address, an e-mail address or other contact information, whether at work or at home. For each user to the Husker Ag Site, our web server automatically recognizes and collects the individual’s domain name and IP address, not their email address. The domain and IP address reveal nothing personal about you other than the IP address from which you have accessed our site. We use this information to examine our site traffic in aggregate, but do not collect and evaluate this information for individuals.

The only Personal Information Husker Ag obtains about individual users to its Site is that supplied voluntarily by users. In cases when Husker Ag may need additional Personal Information to provide users with customized content or to inform them about new features or services, users are explicitly asked for that information.

Your Personal Information is used in the following ways:

- Customer Feedback and Support. Provides a mechanism for requesting information from Husker Ag. Also used to tell us how we can improve our products, services and site designs.

- Email Correspondence. Used to raise and respond to issues and inquiries of all types. Also used to distribute information about Intel, our products, and services.

- We have your consent to share the Personal Information;

- We need to share your Personal Information to provide the product or service you have requested;

- We need to send the Personal Information to companies who work on behalf of Husker Ag to provide a product or service to you. (Unless we tell you differently, these companies do not have any right to use the Personal Information we provide beyond what is necessary to assist us.); or
- We find that your actions on our Site violate the Terms of Use or any of our usage guidelines for specific products or services.

EXCEPT AS DISCLOSED IN THIS PRIVACY NOTICE, Husker Ag does not sell, lend, rent or otherwise disclose any personal information to any third parties. HOWEVER, YOUR PERSONAL INFORMATION MAY BE SHARED WITH AFFILIATES, AGENTS OR CONTRACTORS OF HUSKER AG.

IPADDRESSES

An IP address is a number automatically assigned to your computer whenever you access the Internet. All computer identification on the Internet is conducted with IP addresses, which allow computers and servers to recognize and communicate with each other. Husker Ag collects IP addresses in order to conduct system administration, report aggregate information and to conduct site analysis. If a user requests pages from Husker Ag, the Husker Ag servers enter the user's IP address into a log. To maintain user anonymity, Husker Ag does not associate IP addresses with records containing Personal Information.

However, Husker Ag will use IP addresses to identify any users who refuse to comply with Husker Ag's rules or terms of service, to identify users who threaten our service, Site, customers or others, to enforce our legal rights or when required to do so by law enforcement authorities.

COOKIES

Our Site will not place cookies in the browser files of your computer.

DISCLOSURE REQUIRED BY LAW.

Unfortunately, due to the existing regulatory environment, we cannot insure that all of your private communications and other Personal Information will never be disclosed in ways not otherwise described in this privacy policy. By way of example (without limiting the foregoing), we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. Further, we can (and you authorize us to) disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary

or appropriate. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your Personal Information or private communications will remain private.

EXTERNAL LINKS

In order to provide users with greater value, Husker Ag may provide links to various third-party sites. However, even if a third-party affiliation exists between Husker Ag and that destination site, Husker Ag exercises no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures. Husker Ag assumes no responsibility or liability for these independent methods or actions and is not responsible for the independent policies or procedures of destination sites. Similarly, Husker Ag cannot take responsibility for the privacy initiatives or the content of such sites. These destination links are provided only for your convenience, and as such, you access them at your own risk. You should read the privacy policies of each site you visit to determine what information that site may be collecting about you. However, Husker Ag wishes to ensure the integrity of the Husker Ag Site and its destination links, so any comments pertaining to the Husker Ag Site or any sites accessed through Husker Ag links are greatly appreciated.

SURVEYS AND QUESTIONNAIRES

Our on-line surveys and questionnaires may ask users for contact and demographic information. If you agree to participate in any surveys, you will be asked to review and accept certain additional terms and conditions relating to use of the information you furnish. These terms and conditions are in addition to the privacy practices set forth herein, including sharing such Personal Information with market research firms with which we have a business relationship. Additionally, the customer's contact information is used to contact the user when necessary. Users may opt-out of receiving future mailings; see the choice/opt-in/removal section below.

E-MAIL COMMUNICATIONS, NEWSLETTERS AND RELATED SERVICES

With your permission, Husker Ag may send you informational e-mails or surveys. In addition, the Site provides you with the opportunity to receive certain other communications from us or third parties. To stop receiving communications, see the Removal of Information section below. Please be aware that Internet and e-mail communications are not confidential. It is possible that information transmitted via e-mail may be read or obtained by other parties.

AGGREGATE INFORMATION

Husker Ag may provide its partners and entities with which it has a business relationship, general traffic, site usage, and length of stay information. This sort of information is shared only

on an aggregated basis and does not personally identify you. For instance, Husker Ag may tell one of its advertisers that X number of men visited a certain area of the Site, but Husker Ag will not disclose anything that could be used to identify those individuals.

BUSINESS TRANSFERS

As we continue to develop our business, Husker Ag or substantially all of its assets may be acquired. In such a transaction, customer/user information will of course be one of the transferred business assets.

PUBLIC FORUMS

Husker Ag may provide its users with chat rooms, forums, message boards and/or news groups. Please remember that any information disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your Personal Information.

SECURITY, INTRUSION AND VIRUS DETECTION

The Husker Ag Site has security measures in place to protect the loss, misuse and alteration of the information under our control. Husker Ag employs strict security measures to safeguard on-line transactions; Personal Information is stored in a secured database and always sent via an encrypted Internet channel.

CHILDREN'S GUIDELINES

Husker Ag understands the importance of protecting childrens' privacy in the interactive, on-line world. Husker Ag does not intentionally target or solicit to children thirteen (13) or younger for purposes of collecting Personal Information. The Husker Ag Site may link to certain web sites which may target or solicit to children thirteen (13) or younger and may collect Personal Information. Those web sites are not governed by this privacy policy, but will (or should) have their own privacy policies that more fully explain how they respect and protect the privacy of children while providing them information, goods or services. Check out the FTC's site(1) for more tips on protecting children's privacy online.

TERMS AND CONDITIONS OF USE AND NOTICES

If you choose to visit HuskerAg.com, your visit and any dispute over privacy is subject to this Privacy Notice and our Terms of Use, including limitations on damages, arbitration of disputes, and application of the law of the State of Nebraska. If you have any concern about privacy at Husker Ag, please send us a thorough description to hapllc@huskerag.com, and we will try to

resolve it. Our business changes constantly. This Privacy Notice and the Terms of Use will change also, and use of information that we gather now is subject to the Privacy Notice in effect at the time of use. We may e-mail periodic reminders of our notices and conditions, unless you have instructed us not to, but you should check our Site frequently to see recent changes.

CHOICE / OPT-IN / REMOVAL OF INFORMATION

Our Site gives users the opportunity to opt-in to receive communications from us and our partners at the point where we request information about the user. This Site also gives users the following options for removing their information from our database in order to stop receiving communications or our service. 1.You can send e-mail to: hapllc@huskerag.com 2.You can call the following telephone number:(402)582-4446 CORRECT/UPDATE This Site gives users the following options for changing and modifying information previously provided: 1.e-mail contact: hapllc@huskerag.com 2.call the following telephone number: (402)582-4446 INQUIRIES. Should you have other questions or concerns about this privacy policy, the practices of this Site, or your interaction with this Site, please call us at (402)582-4446 or send us an email at hapllc@huskerag.com.

AMENDMENTS AND UPDATES

Please note that we review our privacy practices from time to time, and that such practices are subject to change. Husker Ag reserves the right to change this privacy notice at anytime by posting revisions on this Site. We ask that you periodically review this page to insure familiarity with the most current version of our privacy notice. However, this privacy policy is not intended to, and does not, create any contractual or other legal rights in or on behalf of any party. Rules of Conduct By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Site, you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

1.) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contain explicit or graphic descriptions or accounts of sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Husker Ag's rules or policies;

2.) victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

3.) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

4.) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

5.) contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

6.) impersonates any person or entity, including any employee or representative of Husker Ag. You also agree that you will not harvest or collect information about the users or members of this Site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications. Husker Ag generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this Site. However, Husker Ag and its agents have the right, at their sole discretion, to remove any content that, in Husker Ag's judgment, does not comply with the Rules of User Conduct or is otherwise harmful, objectionable, or inaccurate. Husker Ag is not responsible for any failure or delay in removing such content.

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You agree to abide by the Husker Ag, LLC (“Husker Ag”) Rules of User Conduct, including but not limited to, agreeing not to use this Site for any unlawful purpose. A copy of the Rules Of Conduct, which you should review, can be found below.

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This Site may produce automated search results or otherwise link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of Husker Ag, and you acknowledge that Husker Ag is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the site by Husker Ag or any association with its operators. Except for information, products, services or merchandise clearly identified as being supplied by Husker Ag, we do not operate, control, supply, endorse, warrant or guarantee any information, products, services or merchandise available on this Site or through the Internet generally in any way.

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You agree to defend, indemnify, and hold harmless Husker Ag and its subsidiary and other affiliated companies, and any of our successors, assigns or licensees, together with any of their respective employees, contractors, officers, and directors from all liabilities, claims, damages, losses, judgments, cost and expenses, including attorney's fees, that arise from your use or misuse of this Site, or any breach or violation of these Terms of Use or any other term or condition contained on the Site. Husker Ag reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Husker Ag in asserting any available defenses.

CONTENT

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Some of the materials contained on this Site may contain projections or other forward-looking statements regarding future events or the future financial or technical performance of Husker Ag. We wish to caution you that these statements are only predictions and that actual events or results may differ materially. We refer you to the documents Husker Ag files from time to time with the Securities and Exchange Commission; specifically, Husker Ag's most recent Form 10-KSB and Form 10-QSB. These documents contain and identify important factors that could cause the actual results to differ materially from those contained in our projections or forward-looking statements including, among others, progress on construction of the plant, substantial capital requirements; development of effective internal processes and systems; the ability to attract and retain high quality employees; changes in the overall economy; the number and size of competitors in its markets; law and regulatory policy; and the mix of products and services offered in the company's target markets.

Husker Ag's current filings are available through the SEC's world wide web site (www.sec.gov). Although such projections and other forward-looking statements are accurate at the time they are made available, such information is provided for informational purposes and is provided "as is" without warranty of any kind. Husker Ag makes no representations and disclaims all express, implied, and statutory warranties of any kind to user and/or any third party including warranties

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By this Agreement, Husker Ag grants, subject to the terms of this Agreement, only a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore and otherwise use this Site in real time and to use the materials this Site in a manner consistent with this Agreement.

CHOICE OF LAW AND FORUM

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Nebraska excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this Site shall be filed only in the state or federal courts located in the State of Nebraska, and

you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and Husker Ag with respect to this Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Husker Ag with respect to this Site. The Terms of Use may not be modified, in whole or in part, except as described elsewhere in the Terms of Use. Anything contained on the Site inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement. If any part of these Terms of Use is held invalid or unenforceable by a court or other tribunal of competent jurisdiction, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to Husker Ag's Designated Agent. All inquiries not relevant to the following procedure will not receive a response. For more information click contact: Allen Sievertsen, General Manager.

AMENDMENTS AND UPDATES.

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TERMINATION

Husker Ag reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without notice.