

**EXHIBIT E**

(Lender Letter of Commitment)

## FINANCING COMMITMENT LETTER FOR YELLOWSTONE CATTLE I & II, LLC

Lender:

Date:

Borrower:

Address:

Dear \_\_\_\_\_:

- I. You have represented you have contributed \$\_\_\_\_\_ as equity into Yellowstone Cattle I, LLC. This represents a cash contribution of \$25 per unit.
- II. You have requested that \_\_\_\_\_ (the Lender) provide \_\_\_\_\_ (the Borrower) with an aggregate of up to \$\_\_\_\_\_ in senior secured financing or available lines of credit for use in a future period, but not later than July 31, 2024. This represents \$225 per unit. The proceeds would be used to finance the funding of Yellowstone Cattle II, LLC.
- III. The Lender is pleased to present a commitment to provide senior secured financing or available lines of credit in an amount up to \$\_\_\_\_\_ for the purposes set forth above. The definitive terms of the credit facilities will be documented in a credit and security agreement and the other agreements, instruments, certificates, and documents, called for by the credit agreement or which the Lender may otherwise reasonably require.
- IV. The lender may terminate its obligations under this letter if the terms of the transaction (YellowStone Cattle II, LLC investment) are not acceptable to the Borrower or Lender, if any material information submitted to the Lender proves to have been inaccurate or incomplete in any material respect, or if any material adverse changes occur, or any additional information is disclosed to or discovered by the Lender during the period of such acceptance of definitive documentation/terms.
- V. The Borrower hereby indemnifies and holds harmless the Lender and each director, officer, employee and affiliate thereof (each, an "Indemnified Person"), from and against any and all losses, claims, damages, expenses and liabilities incurred by any Indemnified Person that arise out of or relate to any investigation or other proceeding (including any threatened investigation or litigation other proceedings and whether or not such Indemnified Person is a party thereto) relating to this letter or the transactions contemplated hereby, including without limitation the reasonable fees and disbursements of counsel but excluding any of the foregoing claimed by any Indemnified Person to the extent incurred by reason of the gross negligence or willful misconduct of such Indemnified Person as determined by a final nonpeelable judgment of a court of competent jurisdiction. The Lender shall not be responsible or liable for consequential

damages which may be alleged as a result of this letter, or any of the transactions contemplated hereby. The Borrower's obligations under this paragraph shall survive any termination of this letter except that upon the execution of the definitive financing agreements the terms of such agreements shall supersede these provisions.

- VI. This letter is delivered to the Borrower and YellowStone Cattle I, LLC management team on the condition that they be kept confidential and not to be shown to, or discussed with, any third party (other than on a confidential or need-to-know basis with potential seller's directors, officers, members, employees, counsel, and other advisors, or as required by law) without the Lender's prior approval.
- VII. This letter is for the Borrowers' and YellowStone Cattle I, LLC's Board of Directors benefit only, and no other person may obtain any rights under this letter or be entitled to rely or claim reliance on this letter's terms and conditions. This letter may not be assigned by the Borrowers, and none of the Borrowers' rights under this letter may be transferred, without the Lender's prior written consent.
- VIII. If the offer evidenced by this letter is acceptable, please indicate your acceptance by signing and returning this letter. The Borrower agrees to pay the Lender an additional non-refundable Commitment Fee of \$\_\_\_\_\_. The Commitment Fee (less costs and expenses incurred by the Lender), will be applied to the Closing Fee at closing.

We look forward to working with you on successfully completing this potential transaction.

This offer will expire on \_\_\_\_\_, 2022 unless previously accepted in the manner specified above. If this offer is accepted, definitive documentation must be executed and funds disbursed by July 31, 2024, in the absence of which this commitment will expire.

**Lender:**

**Borrower:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**