



PUBLIC OFFERING STATEMENT

CHS INC.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55077
(651) 355-6000
(a Minnesota corporation)

The Branded Petroleum Marketer Agreement offered allows you to resell refined motor fuels branded under a CHS trademark to branded dealers and consumers through retail locations identified by a CHS trademark. The retail locations must be operated by you or a branded dealer. Under the Agreement, you may also sell our branded fuels to third party subjobbers who will then sell the fuels to branded dealers. We must approve all retail locations that will be identified by a CHS trademark, all branded dealers and all subjobbers. You will purchase from us the motor fuel you sell under the Agreement. We will deliver it to you at the refined motor fuel terminals that we agree to from time-to-time. You are responsible for advertising, distributing and selling the motor fuel we deliver to you.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THE STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

This Public Offering Statement is effective ~~January 19, 2024, as amended October 16, 2024~~ ,
2025.

TABLE OF CONTENTS

<u>ITEM NO.</u>	<u>PAGE</u>
1.	SUMMARY OF AGREEMENT AND OBLIGA
2. OFFERS ON LOCATION	
3. ALTERATIONS OR DEMOLITION OF THE LOCATION	
4. INTEREST IN THE LOCATION	
5. SECURITY DEPOSITS	
6. TRAINING PROGRAM	
7. GOODS AND SERVICES	
8. GALLONAGE VOLUME HISTORY	
9. PREVIOUS DEALERS	
10. ACKNOWLEDGEMENT	

EXHIBITS

I. Branded Petroleum Marketer Agreement and certain ancillary documents.

1. SUMMARY OF AGREEMENT AND OBLIGATIONS

To simplify the language in this Public Offering Statement CHS Inc. is referred to as “we,” “us,” “our” or “Cenex.” We refer to the person or entity that executes the Branded Petroleum Marketer Agreement as “you”, “your” or “Marketer” throughout this Public Offering Statement.

A. Summary

The Branded Petroleum Marketer Agreement (the “Agreement”), which is attached as Exhibit I, is for a 3-year period. During this period, you will purchase from us refined motor fuels branded under one or more of our marks, logos, names, commercial symbols, trade dress or any combination (the “Marks”). You will sell the refined motor fuels branded under our Marks (the “Branded Fuel” or “Fuel”) through retail sites that we approve that offer to the general public motor fuel, and may also offer food, groceries, general merchandise, convenience items or other service items, and that are branded under our Marks. These retail sites may be operated by you or a third party. In either case, we must approve all of these retail sites before they become branded under our Marks (the “Retail Sites”). If the retail sites are to be operated by a party other than you, we also must approve that party. We refer to these parties as “branded dealers”. We also grant you the right to sell Branded Fuels to a third party that we call a “subjobber” who will then sell the Branded Fuels to third parties operating retail sites that will sell the Branded Fuels under our Marks. In this case, we must approve the subjobber, the retail site and the party operating the retail site. Our approval rights are described below. A subjobber may also be a branded dealer if the subjobber will be selling Branded Fuels at Retail Sites that it operates.

You may purchase from us the Branded Fuels in three categories: (i) gasolines; (ii) premium distillates (including premium diesel fuel); and (iii) distillates other than premium distillates. We can discontinue the marketing of any of these Branded Fuels in any geographic area, change the specifications of any of these Branded Fuels, or replace them with other Branded Fuels in a geographic area.

When you sign the Agreement we and you will agree on the Retail Sites through which the Branded Fuels you purchase from us will be sold. Retail Sites that you operate will be listed on Exhibit A-1 to the Agreement and Retail Sites operated by a third party, whether a subjobber or branded dealer, will be listed on Exhibit A-2. At that time, we and you will also agree on the monthly quantity of Branded Fuels from the three categories above that you expect to purchase for each corresponding Retail Site. We will then total these amounts and include the total monthly quantities on Exhibit A to the Agreement.

We will measure the quantities of Branded Fuels you purchase from us. If you do not purchase for each calendar quarter at least 85% of the quantities of the Branded Fuels for each category as described on Exhibit A to the Agreement, unless we have instituted an allocation program limiting the volume of Branded Fuels in a category available to you for purchase during the quarter to less than this minimum volume, we may terminate the Agreement or modify Exhibit A to reduce the volumes of Branded Fuels based on your actual purchases. We do not have to sell to you in any calendar quarter more than 115% of the quantity of Branded Fuels in a category, as described on Exhibit A. If we do, we can impose a surcharge on any excess Branded Fuels we sell to you. We can also allocate our available supply of Branded Fuels among us, you and our other customers if we determine that our available supply of a grade of refined motor fuel that is included in the Branded Fuels sold to you is insufficient to meet our demands, or the demands of our other customers.

When you sign the Agreement we and you will also agree on the refined motor fuel terminal(s) from which you desire to purchase Branded Fuels and list those on Exhibit A. We may on a temporary basis direct you to accept the delivery of Branded Fuels at a different terminal. If we discontinue making Branded Fuels available at any agreed terminal, your only recourse is to terminate the Agreement but only for the quantities of Branded Fuels that you desired to purchase at that terminal and for those Retail Sites

that had been supplied from that terminal. If you do so, we will modify the appropriate exhibits to the Agreement.

If you desire to add a site to the Agreement after the date you sign the Agreement, and assuming we approve the site, the Retail Site along with your estimate of the monthly quantity of Branded Fuels for each Branded Fuel category discussed above that you will purchase from us to be sold at that Retail Site will be added on Exhibit A-1 and/or A-2, as applicable. Exhibit A will also be modified to include these additional amounts in your total monthly quantities.

Unless otherwise agreed by us, risk of loss and all liability for the Branded Fuels we sell to you passes to you at the terminal at the time the Branded Fuel enters the receiving connection of a truck transport arranged for by you. After that, you are responsible for all costs, expenses and liabilities arising out of any loading or transporting of the Fuel. Except for a warranty of title and a warranty that all the Fuel is merchantable and in compliance with the specifications for the Fuel, we make no other warranties. You must immediately notify us of any objection to the quality or quantity of any Branded Fuel delivered to you. If you fail to notify us within 10 business days after delivery, you will have waived any objection or complaint. Except as specifically provided for by applicable law, your exclusive remedy for losses you incur due to our acts or inaction is limited to the replacement value of the Branded Fuel for which your claim for losses or damages was made. If you want to sue us, you must do so within 1-year of the occurrence of the facts giving rise to the suit, or the suit will be barred.

The per gallon price you will pay to us for Branded Fuel we sell to you under the Agreement will be the price we establish for the type and quantity you are purchasing at the time and place and under the manner of purchase and delivery of the Fuel, unless we have mutually agreed to another price arrangement. We can change our prices and the way we determine them at any time. You must pay all taxes related to the Fuel. You can sell the Fuel you purchase from us at any price you choose.

We may provide you with a line of credit. If we do, invoices are due for payment according to the terms on the invoice. We can modify or withdraw this line of credit at any time for any reason. If we choose not to provide you with a line of credit or withdraw your line of credit, you must pay cash in advance for any Branded Fuel we sell you. If you do not pay us on time, we can charge you finance charges on any overdue amounts. You must provide us with the financial information we request. If we feel that your financial status is impaired or you do not pay us on time, we can require advance cash payments or security and we can withhold delivery until you satisfy our requests. For example, we can require you to post a Letter of Credit or require your owners (if you are an entity) or another entity or person to sign a Personal Guarantee or Guaranty of Credit, as applicable, guaranteeing payment to us of all debts and obligations, including attorney's fees and expenses. The different forms of these documents are attached.

Unless you are an existing Marketer renewing your existing Branded Petroleum Marketer Agreement, you must pay us a \$750 non-refundable franchise fee when you sign the Agreement. If you pay the franchise fee, to help with the advertising of your sale of Branded Fuels under our Marks, we will reimburse you for up to \$1,000 of qualified advertising expenses, subject to your satisfaction of certain conditions. We may develop programs that we may allow you to participate in during the term of your Agreement. If we allow you to participate in a program and provide you with incentives to participate, you may have to return the incentives to us if you do not comply with the program terms, or if the Agreement is terminated or expires or the Retail Site to which the program relates is terminated from the Agreement.

You must meet our standards of quality and methods of operation (the "Marketer Standards") in connection with the sale of Branded Fuels purchased under the Agreement. For example, you may not use any of our Marks in any way that would impair their value and you may not allow any Fuel distributed under the Marks at a Retail Site to be mixed or in any way comingled or adulterated with refined motor fuels that have not been purchased by you from us. You must provide us with all documentation we require so we can determine your compliance with this Agreement. You must also maintain all consents

necessary to permit us to remove our Marks at the end of our relationship or if we revoke the use of our Marks at a particular Retail Site or we revoke your right to grant the use of any Marks to a particular subjobber. Additionally, unless you obtain our written consent you may not allow any Retail Site to sell or offer to sell any refined motor fuels, other than Branded Fuels. You must notify us of any apparent infringement or challenge to your use of our Marks.

Although you cannot use the Marks in connection with the advertising, distribution or sale of Branded Fuels to any retailers, resellers, jobbers, or distributors unless we otherwise approve, or assign or otherwise permit another party to use our Marks, we may grant you the right to use the Marks to sell the Branded Fuels to third parties as discussed below.

If you want to grant a subjobber the right to grant the authority to retail sites we approve to sell Branded Fuels, you must let us know and provide us with all information we request on the subjobber. Once you provide us with the information we request, we will determine whether to grant our preliminary approval of the prospective subjobber.

If we grant our preliminary approval, you may enter into an agreement with the prospective subjobber under which this party must agree to purchase Branded Fuels from you and to sell the Branded Fuels to branded dealers. Your agreement with the subjobber must include various items we require, including language incorporating various sections of the Agreement into your agreement. Once you enter into this agreement with the prospective subjobber, you must notify us. If we have not revoked our approval before that time, we will then refer to the prospective subjobber as a “subjobber”.

As discussed above, we must approve all retail sites that want to use our Marks. If you would like us to approve one operated by a branded dealer or which you desire to permit a subjobber to identify with our Marks, you must notify us of the retail site and provide us with the name of the operator of the site and any other information we may request. Once you provide us with the information we request, we will determine whether to grant our preliminary approval to the site to be identified with our Marks.

If we grant our preliminary approval, you may enter into an agreement with the prospective branded dealer under which this party must agree to purchase Branded Fuels from you and to sell the Branded Fuels under our Marks at the site. For subjobbers, you also have the right to authorize the subjobber to enter into an agreement with a prospective branded dealer under which the branded dealer will agree to purchase Branded Fuels from the subjobber which you have purchased from us and sold to the subjobber and to sell the Fuel at a retail site authorized by a subjobber to use the Marks. In either case, the agreement must contain various terms we require, including language incorporating various sections of the Agreement.

Once we approve a branded dealer or a retail site, you will provide us with a good faith estimate of the monthly quantities of Branded Fuels for each Branded Fuel category that you will purchase from us to be sold at the Retail Site. We will then provide you with revised Exhibits A and A-2 identifying the location of the Retail Site and the monthly quantities of Branded Fuel for the Retail Site.

You must provide us with all consents necessary for us to be able to inspect any Retail Site and take samples of the Fuel to confirm compliance with the provisions of the Agreement. Each Retail Site must obtain passing grades under our “RED” inspection program.

Each Retail Site must accept all credit cards and debit cards and other forms of payment that we specify. You must follow our Acceptance/Processing of Credit/Debit Cards Terms and Conditions and pay the associated charges, including fees for transactions that fail to meet minimum criteria imposed by a card issuer and fees charged to us by a card issuer due to your failure to meet certain minimum requirements we may impose and for transactions processed through a point of sale device that does not meet our standards. We can also pass on to you any assessments to us due to chargebacks received from the issuer or any other amounts assessed due to your failure to meet our reasonable requirements as to your acceptance of cards and as further discussed in the Terms and Conditions. These Terms and Conditions are attached as Exhibit

C to the Agreement. Under these Terms and Conditions you must complete an application for each Retail Site and each Retail Site must obtain and maintain all equipment and software we require. All card sale and credit transactions accomplished via a card that is proprietary to us must be processed by us through the Data Capture Network we utilize. If we agree, we will also process through this Network card sale and credit transactions via cards that are nonproprietary to us. However, even if we begin processing nonproprietary card sale and credit transactions we can stop at any time. We will pay you for transactions we process that are reported to us electronically and in accordance with the Terms and Conditions. We make these payments within 10-days after our receipt of the transaction by transferring the funds via ACH to a financial account you designate. We may reduce amounts we owe you by amounts you owe us.

You must follow all reasonable requirements we impose on you as to acceptance of cards including not accepting expired cards, unsigned cards or cards for the sale of lottery tickets, and compliance with the Payment Card Industry Data Security Standards. You must also electronically record data reasonably required by us to process these transactions. You cannot impose additional charges on any cardholder for the purchase of products without our prior written consent. You must take all reasonable steps to confirm that the person presenting a card is the cardholder identified on the card. You must maintain sales and credit receipts for at least 24 months following the date of the applicable transaction and provide us with any receipts and any other information we request within 7-business days after our request. We also have the right to copy all of these receipts. If a Retail Site is terminated from the Agreement, that Retail Site must stop accepting our proprietary cards and you must provide us at your expense with all equipment that has been leased by us to you and used at that Retail Site.

You must maintain the types of insurance specified by the Agreement, including workers' compensation insurance, employer's liability insurance and commercial general liability insurance, all in the amounts specified in the Agreement. You must comply with all applicable laws and provide us with all documentation showing that all storage tanks at your business and the businesses of any subcontractors or branded dealers and all Retail Sites have been registered with all state authorities and that all subcontractors and operators of the Retail Sites meet all applicable state and federal financial responsibility requirements. In the event of a spill, you must take measures to mitigate any potential harm. You must read Materials Safety Data Sheets ("MSDS") associated with handling and using the Branded Fuels and advise your employees, representatives, agents and all subcontractors and branded dealers of each MSDS and of the procedures in each MSDS for handling the Branded Fuels. You must take appropriate steps to monitor that all branded dealers operating Retail Sites, and that all carriers loading and/or transporting any Branded Fuels, comply with all laws.

You must also indemnify and hold us harmless from all losses caused in a variety of circumstances including your business operations and the business operations of any subcontractor or branded dealer, and each owner or operator of any carrier loading and/or transporting any Branded Fuels. This indemnification obligation also applies to claims arising out of the credit card processing services we provide.

The table below lists certain important provisions of the Agreement. You should read these provisions in the Agreement.

Provision	Section in Agreement	Summary
A. Term of Agreement	Section 6(a)	3 years.

B. Renewal or Extension of the Term	Section 6(f) and Exhibit B to the Agreement	Subject to the Petroleum Marketing Practices Act (“PMPA”), we have no obligation to renew the Agreement at the end of the term. But if we do provide you with notice of renewal and you have not and do not provide us with notice of nonrenewal before the expiration date of the Agreement, the Agreement will automatically renew for 3 years after the expiration date.
C. Termination by You	Section 6(d)	If we violate any material provision of the Agreement or make any material misrepresentation to you, you can terminate on 30-days written notice if we do not cure the breach or misrepresentation within 15-days after you give us notice (or begin to cure if cure is not possible within that time period).
D. Termination by Cenex	Sections 6(b) and Exhibit B to the Agreement Section 6(c) and Exhibit B to the Agreement	If you make any false or misleading statement to us in acquiring the right to purchase Branded Fuel under the Agreement, you knowingly fail to comply with any law applicable to the operation of your business or the business of a subjobber or branded dealer, you make any representation or warranty in the Agreement that is false or misleading, fraud or criminal misconduct by you, a subjobber or branded dealer, breach of the Acceptance/Processing of Credit/Debit Cards Terms and Conditions, or any other grounds, and upon terms, as permitted by the PMPA, including failure to comply with any provision in the Agreement that is reasonable and of material significance to the relationship contemplated by the Agreement. As opposed to terminating the entire Agreement, we may revoke your right to grant use of our Marks to a particular subjobber and/or terminate the right to use the Marks at a Retail Site upon certain grounds including loss by the operator of possession of the Retail Site, failure of the Retail Site to conform to any of our Marketer Standards or upon any grounds for termination as permitted by the Agreement or the PMPA. If we revoke your right to grant the use of our Marks to a particular subjobber, all Retail Sites using our Marks that are serviced by the subjobber will no longer have the right to use our Marks or sell Branded Fuels. In any event, the Agreement remains in effect for all other purposes. In either case, we will prepare and provide you a revised Exhibit A, Exhibit A-1 and/or Exhibit A-2, as applicable.
E. Your Obligations on Termination or Nonrenewal	Section 2(h)	You must immediately remove, cover or obliterate all identification of all of the Marks at the Retail Site(s) terminated under the Agreement. If you fail to, we can at your expense.
F. Assignment of the Agreement by Cenex	Not applicable	No restrictions on our right to assign the Agreement.

G. "Transfer" by You - Definitions	Section 19(a)	Includes any change of control, whether by operation of law or otherwise.
H. Approval of Cenex of a Transfer by You	Section 19(a)	We must approve any transfer.
I. Conditions for Approval by Cenex of a Transfer by You	Section 19(a)	We may condition our consent on agreement of the proposed assignee to simultaneously enter into a trial franchise consistent with the provisions of the PMPA and to enter into a mutual termination of the Agreement. We can also refuse to consent if you are in breach of the Agreement or we determine that the proposed assignee lacks the training or experience in the marketing of petroleum that we require.
J. Right of First Refusal of Cenex to Acquire Your Business	Section 19(b)	We can match any offer for your business or an interest in your business, including a sale of assets, the Agreement, real property, a sale of 50% or more of your equity via merger or otherwise, issuance of equity resulting in current owners owning less than 50% of your equity, death or incapacity of any owner owning 50% or more of your equity, or if you are a limited liability company or partnership, the change due to death, incapacity or otherwise of your general partner, managing member, limited partner or member owning 50% or more of your partnership rights or membership interests or admission of an additional general partner or managing member.
K. Option of Cenex to Purchase Your Business	Not applicable	None
L. Your Death or Disability	Section 19(b)	Our right of first refusal applies if any owner owning 50% or more of your equity or interests dies or becomes incapacitated or if you are a partnership or limited liability company and your managing member, general partner, or limited partner, dies or becomes incapacitated.
M. Non-competition Covenants During the Term of the Agreement	Not applicable	None
N. Non-competition Covenants After the Agreement Is Terminated or Expires	Not applicable	None
O. Modification of the Agreement	Section 22	Only by a writing signed by the party against whom the amendment is to be enforced. We can unilaterally change any manuals or guides we provide to you and Exhibit A, including A-1 and A-2, and Exhibit C of the Agreement.
P. Integration/Merger Clauses	Section 26	The Agreement is the entire and complete agreement between the parties related to its subject matter and includes the Marketer Standards.
Q. Dispute Resolution by Arbitration or Mediation	Not applicable	None
R. Choice of Forum	Not applicable	None
S. Choice of Law	Not applicable	None

2. OFFERS ON LOCATION

The following discloses all existing offers for the sale or other disposition of the location subject to the Franchise Agreement or negotiations that might result in an offer, sale or other disposition of the location (if nothing appears below, either there are no existing offers or negotiations, or Cenex has no involvement in the lease or ownership of the location):

3. ALTERATIONS OR DEMOLITION OF THE LOCATION

The following discloses all existing agreements that would result in the demolition of or a major alteration of the condition of the location, or negotiations that would proceed an agreement to demolish or otherwise materially alter the condition of the location (if nothing appears below, either there are no existing agreements or negotiations, or Cenex has no involvement in the lease or ownership of the location):

4. INTEREST IN THE LOCATION

The following discloses the interest, and the nature thereof, enjoyed by Cenex in the location and any other interest, and the nature thereof, enjoyed by any other person in the location (if nothing appears below, Cenex has no interest in the location and it does not know the interest of any other person in the location):

5. SECURITY DEPOSITS

The following discloses the total amount of any security deposits required, plus the amount of interest that must be paid on any cash security deposit, and the conditions for the return of any security deposit (if nothing appears below, no security deposit is required):

6. TRAINING PROGRAM

We do not require you to complete a formal training program in connection with the Agreement. We do provide instructional seminars from time-to-time and computer based training. Your attendance at the seminars and computer based training is optional. The frequency with which the classroom seminars are offered is based on the demand for the seminars. The instructional seminars and computer based training we offer as of the date of this Public Offering Statement are set forth below:

Subject	Types of Training	Location	Cost ⁽¹⁾
RFCR- Refined Fuels Control Room	Orientation of RFCR- Phone Call	Corporate Hdqtrs. via phone conference	\$0
Risk Management/Forward Contracting 101	Workshop	Corporate Hdqtrs./Off-Site	\$250
Risk Management 102 (Advanced)	Workshop	Corporate Hdqtrs./Off-Site	\$250
Refined Fuel Product Features/Benefits	Classroom	Corporate Hdqtrs./Off-Site	\$700
ServSafe Certification (Food Service)	Workshop	Your location	\$179
ServSafe Re-Certification	Workshop	Your location	\$79
Frontline Management/DISC Personal Profile	Workshop	Corporate Hdqtrs./Off-Site	\$189
Reducing Net Operating Costs	Workshop	Your Location	\$199
Action Selling	Classroom	Corporate Hdqtrs./Off-Site	\$2,195
CHS Energy Academy	Classroom	Corporate Hdqtrs.	\$4,000

(1) You must pay for all travel and lodging expenses while at training.

7. GOODS AND SERVICES

As of the date of this Public Offering Statement, we provide the following goods and services:

Type of Goods/Services	Description
Cenex Branded Motor Fuels	Gasoline (including E-10), premium distillates (including premium diesel products), and distillates other than premium distillates.
Cenex Branded Ethanol Blend Products	Gasoline/ethanol blends of more than 10%.
Cenex Branded Bio-Diesel Products	Distillates blended with ASTM approved "Bio" Products.
Cenex Branded Lubricants	Variety of products including engine oils, hydraulic oils, grease, transmission oils and gear oil.
Petroleum Energy Equipment Products	Variety of products including commercial pumps, filters, and storage tanks.
Propane/Propane Equipment	Bulk propane and a variety of propane equipment products including cylinders, regulators, grills, heaters, and storage tanks.
Credit Card Services	Proprietary credit cards and credit card transactional processing services.
Refined Fuels Control Room	On-line refined fuels management system that allows access to daily pricing, marketing information, and manifest management (invoicing) capabilities.
Cenex 2go Shop	On-line system that provides access to advertising, promotion and marketing information, and online ordering capabilities.
Cenex Shop	On line system that allows customers to build, manage, and execute localized marketing campaigns and promotions.
Telephone Consultation/Customer Service	Consultation and customer service provided during normal business hours and includes product/market/supply information, product/system technical support, and manifest/invoicing issues and resolutions.
Field Based Sales/Marketing Support	Field based sales and marketing support provided to you that includes market planning and analysis, program support and execution, and product training.
Retail Support Programs	Various programs and training courses designed to support your retail operations.
Energy Sales Specialist Program	Fee-based program that provides specific energy sales services and training to customer employees.
Certified Energy Specialist Program	Fee-based program that provides access to a dedicated Energy Sales resource focused on enhancing customer sales.
Electronic Tank Monitoring	Electronic tank monitoring equipment and service that provides you tools to manage your fuel, propane, and/or lubricant inventories.
Cenex Ad Share	Cost-share advertising dollars provided to you when you execute pre-approved advertising programs and promotions.
Retail Specialist Consulting	Fee-based consulting services including business operations assessments.
5-Star Site and Market Analysis	Fee-based retail operations analysis and feasibility study.
C-Stars Software Solutions	Fee-based convenience store trending and reporting system software.
Financial Assistance	Financial assistance including image rebates and volume incentives provided to assist retail marketers in brand image conversions and qualified facility and equipment upgrades.

Cenex Roadmaster XL® Premium
Diesel Fuel Retail Image Program

Offers a dispenser image, marketing resources and incentive.

8. GALLONAGE VOLUME HISTORY

Described below is the gallonage volume history of the location under negotiation for and during the 3-year period ending December 31 of the year in which you received this Public Offering Statement or for the entire period for which the location has been supplied by Cenex, whichever is shorter (if nothing appears below, Cenex has not supplied this location in the last 3-years and does not know the gallon and volume history of the location for the past 3-years):

9. PREVIOUS DEALERS

Described below is the name and last known address of the previous Cenex dealer or dealers operating at your location for the last 5-years ending the month before you received this Public Offering Statement, or during the entire period for which the location has been supplied by Cenex, whichever is shorter, and the reason or reasons of Cenex for terminating or not renewing the relationship (if nothing appears in the chart below Cenex has not previously supplied the location):

Name and Address	Reason for Termination/Nonrenewal

EXHIBIT I

BRANDED PETROLEUM MARKETER AGREEMENT

BRANDED PETROLEUM MARKETER AGREEMENT

THIS BRANDED PETROLEUM MARKETER AGREEMENT (the “Agreement”) is made effective as of this , (the “Effective Date”), by and between CHS Inc., a Minnesota cooperative corporation, with a principal address of 5500 Cenex Drive, Inver Grove Heights, Minnesota 55077 (“Cenex”) and , _____, with a principal address of _____, (“Marketer”).

WHEREAS, Cenex refines and markets refined motor fuels to customers who resell such refined motor fuels via various market channels, including, but not limited to, retail sites which offer to the general public motor fuel, food, groceries, general merchandise, convenience items and/or other service items (the “Retail Sites”); and

WHEREAS, Cenex has developed certain trademarks, service marks, logos, trade names, commercial symbols or trade dress, or any combination thereof (including, but not limited to, Cenex®), that are designated by Cenex from time to time to indicate that refined motor fuels have been supplied by Cenex (the “Mark(s)"); and

WHEREAS, Cenex has granted the right to certain parties that purchase refined motor fuels from Cenex, which refined motor fuels are identified by such Marks, to use such Marks in connection with the advertising, distribution, and sale of such refined motor fuels at Retail Sites identified by such Marks (the “Cenex Branded Retail Sites”); and

WHEREAS, parties that desire to purchase refined motor fuels identified by such Marks from Cenex and have the right, and obligation, to use such Marks in connection with the sale of such refined motor fuels at Cenex Branded Retail Sites may acquire such right pursuant to, and in accordance with, all the provisions of a “Branded Petroleum Marketer Agreement”, and are referred to by Cenex as “Cenex Branded Marketers”; and

WHEREAS, Cenex has, over a period of time, made a significant investment of time and money in the development of quality refined motor fuels and in the promotion of its Marks; and

WHEREAS, Marketer acknowledges that Cenex has a legitimate business interest in ensuring that all of the Cenex Branded Retail Sites reflect the reputation and integrity of the Marks, as developed and promoted by Cenex; and

WHEREAS, as part of its efforts to promote goodwill and customer recognition of its Marks, Cenex has developed a program of systems, procedures, and methods for the purpose of establishing and maintaining uniform standards of quality and methods of operations at all Cenex Branded Retail Sites (the “Marketer Standards”); and

WHEREAS, Marketer Standards include, but are not limited to, image and identification specifications, policies, procedures, techniques, and guidelines relating to exterior and interior design at Cenex Branded Retail Sites, published by Cenex in a document referred to by Cenex as Cenex’ Retail Image Standards Guide; and

WHEREAS, Marketer desires to purchase Cenex-branded refined motor fuels from Cenex for resale through Cenex Branded Retail Sites approved by Cenex, which Cenex Branded Retail Sites are operated by Marketer and/or a sub-licensee(s) of Marketer approved by Cenex, subject to, and in accordance with, all of the terms and conditions of this Agreement; and

WHEREAS, Marketer acknowledges that its adherence to all the terms of this Agreement is of mutual importance and consequence to Marketer, to Cenex and to all other Cenex-branded marketers, and further acknowledges that its failure to fulfill all of its obligations herein jeopardizes the reputation of Cenex and the value of the Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and all of the representations, warranties, undertakings, covenants, promises, and agreements set forth herein, which Cenex and Marketer each acknowledge are adequate and sufficient, Cenex and Marketer do hereby agree as follows:

1. **BRANDED FUELS.**

(a) **Purchase and Sale of Branded Fuels.** Subject to, and in accordance with, all of the terms and conditions of this Agreement, during the term of this Agreement (as set forth in Section 6. herein), Cenex agrees to sell and deliver to Marketer, and Marketer agrees to purchase and accept delivery from Cenex of, various grades of refined motor fuels that are designated by Cenex, from time to time, to carry one or more of Cenex’ Marks (the “Branded Fuel(s)”), which Branded Fuels shall be comprised of three designated categories: (i) gasolines; (ii) premium distillates (including premium diesel fuel); and (iii) distillates other than

premium distillates (each, a “Branded Fuel Category”).

(b) Change and/or Discontinuance of Branded Fuel(s). At its sole discretion, Cenex may, at any time, for good faith business reasons: (i) discontinue the marketing of any Branded Fuel in any geographic territory; (ii) change the specifications of any Branded Fuel in any geographic territory; and/or (iii) replace any Branded Fuel with another Branded Fuel in any geographic territory (subsections (i), (ii), and/or (iii) to be collectively referred to as a “Branded Fuel Change/Discontinuance”). Cenex will provide Marketer at least thirty (30) days written notice of any Branded Fuel Change/Discontinuance. Cenex will not be liable to Marketer for any damages that Marketer claims it has suffered as a result of a Branded Fuel Change/Discontinuance.

(c) Quantities of Branded Fuels. Marketer agrees that Exhibit A, attached hereto and incorporated herein, contains Marketer’s: (i) good faith estimate of the monthly quantity of Branded Fuels for each Branded Fuel Category that Marketer agrees to purchase from Cenex (the “Quantities”), and (ii) the refined fuels terminal(s) where Marketer desires to purchase such Quantities from Cenex (the “Terminal(s)”), pursuant to all the provisions of this Agreement. Marketer agrees that any amendment to Exhibit A must be signed by Cenex to be enforceable against Cenex. Cenex agrees that, subject to the provisions set forth in this Agreement, including, but not limited to the provisions set forth in Section 5.(a) herein pertaining to “Supply Point(s)”, and the provisions set forth in Section 5.(b) herein pertaining to “Allocation”, Marketer shall have the right, during the term of this Agreement to purchase, in each calendar month, the Quantities of Branded Fuels for such Branded Fuel Category in such calendar month as set forth in Exhibit A, as amended from time to time, at the Terminal(s) as set forth in Exhibit A, as amended from time to time.

2. BRAND PROTECTION.

(a) Marks Are A Property Right of Cenex. Marketer specifically acknowledges and agrees that the Marks are a valuable property right owned by Cenex, and that such Marks are essential to the reputation developed by Cenex, and that Cenex has the exclusive right to control the use of such Marks.

(b) Use of Marks. Cenex grants Marketer, during the term of this Agreement, the non-exclusive and non-transferable right to use and to grant the use of the Marks in connection with the advertising, distribution, and sale of Branded Fuels purchased by Marketer from Cenex at Cenex Branded Retail Sites that have been approved by Cenex, in accordance with provisions of Cenex’ Marketer Standards, and subject to all the terms and conditions of this Agreement. Marketer agrees that all of its rights to use or grant the use of the Marks arise solely from and through, and are specifically limited to, the rights granted by Cenex to Marketer in this Section 2., unless Marketer has been granted additional rights to use or grant the use of the Marks pursuant to another agreement between Cenex and Marketer. Marketer specifically agrees that it shall have no rights to use or grant the use of Cenex’ Marks in connection with the advertising, distribution, and sale of refined motor fuels at any retail sites that have not been approved by Cenex as a Cenex Branded Retail Site in accordance with the terms and conditions of this Agreement. Marketer acknowledges and agrees that any and all rights to use and grant the use of the Marks shall immediately cease and terminate upon the termination or non-renewal of this Agreement. Marketer further acknowledges and agrees that upon a Limitation of Marks Election (defined in Section 6.(c)) affecting any Cenex Branded Retail Site, any and all rights to use or grant the use of the Marks at such Cenex Branded Retail Site(s) shall immediately cease and terminate.

(c) No Title in Marks. Marketer acknowledges and agrees that the right to use Cenex’ Marks, granted pursuant to the terms and conditions of this Agreement, does not vest in Marketer any title in such Marks, or in the goodwill associated with or symbolized by the Marks, nor entitle Marketer to any payment or reimbursement from Cenex upon termination or non-renewal of this Agreement or a notice by Cenex to discontinue use of such Marks. Any goodwill generated in the Marks as a result of actions of Marketer under this Agreement, or otherwise, will inure solely to Cenex’ benefit.

(d) Compliance With Marketer Standards. Marketer acknowledges and agrees that it is in the best interests of Cenex and of all operators of Cenex Branded Retail Sites, including, but not limited to Marketer, that all such Cenex Branded Retail Sites be of uniformly good appearance to the public, and that the products and merchandise offered for sale at all such Cenex Branded Retail Sites be of uniformly good quality (the “Uniform Goals”). Marketer also acknowledges and agrees that the best method for Cenex and all operators of Cenex Branded Retail Sites to achieve such Uniform Goals is for Cenex to require that all operators of such Cenex Branded Retail Sites comply with the Marketer Standards developed and maintained by Cenex. Marketer agrees that its use of the Marks shall at all times comply with all provisions of Cenex’ Marketer Standards, as set forth in Cenex’ Retail Image Standards Guide, as amended from time to time by Cenex, which Retail Image Standards Guide, as amended from time to time by Cenex, is incorporated herein by this reference. Marketer specifically acknowledges receipt of Cenex’ Retail Image Standards Guide from Cenex. Cenex specifically reserves the right, at any time, to change provisions of Cenex’ Marketer Standards and/or provisions of Cenex’ Retail Image Standards Guide upon thirty (30) days advance written notice to Marketer of such change(s).

(e) Identification of Retail Sites Operated By Marketer. Marketer agrees that it shall obtain prior written approval from Cenex of all retail sites operated by Marketer which Marketer desires to identify as a Cenex Branded Retail Site. Each such Cenex Branded Retail Site approved by Cenex will be identified on Exhibit A-1, attached hereto and incorporated herein, along with Marketer’s good faith estimate of the monthly Quantities of Branded Fuels, for each Branded Fuel Category, that it will purchase from Cenex to be sold at each such Cenex Branded Retail Site. Cenex will prepare, and provide to Marketer, a revised Exhibit A and a revised Exhibit A-1 each time an approved Cenex Branded Retail Site is added to and/or deleted from the existing Exhibit

A-1. Marketer specifically agrees that Cenex has the exclusive right, at its sole discretion, to decide whether to approve, or to not approve, the identification of a specific retail site operated by Marketer as a Cenex Branded Retail Site.

(f) Identification of Retail Sites Supplied by Marketer as a Cenex Branded Jobber. Except as specifically provided for in this subsection, Marketer has no right to use or permit use of the Marks in connection with the advertising, distribution, and/or sale of Branded Fuels to any retailers, resellers, jobbers, subjobbers, and/or distributors, or to assign, sublicense, or otherwise permit any other party to use any Mark(s). Notwithstanding the previous sentence, Cenex may, at its sole discretion, grant to Marketer the right to use the Marks in connection with Marketer's sales of Branded Fuels to parties other than Marketer who operate or supply retail sites, including but not limited to Subjobbers (as defined in Section 2.(f)(i)(E) below) and Branded Dealers (as defined in Section 2.(f)(ii)(I) below), and grant to Marketer the right to identify or permit others to identify such retail sites as a Cenex Branded Retail Site, as if Marketer operated such retail sites, in accordance with provisions of Cenex' Marketer Standards, subject to the following terms and conditions:

(i) Prospective Subjobbers.

- (A) Marketer must notify Cenex in writing of any third party (a "Prospective Subjobber") to whom Marketer proposes to grant the authority to identify retail sites, to be operated by persons other than Marketer or such Prospective Subjobber and supplied with Branded Fuels by such Prospective Subjobber, as Cenex Branded Retail Sites, which notice must include such information as may be requested by Cenex in its sole discretion with respect to the Prospective Subjobber, including, but not limited to, the geographic areas of operation and volume of Branded Fuels estimated to be purchased by such Prospective Subjobber.
- (B) Following receipt from Marketer of the written notice and all other information regarding the Prospective Subjobber required under Section 2.(f)(i)(A) above, Cenex, based on its review of such information and such Prospective Subjobber, shall notify Marketer in writing whether or not Cenex approves the Prospective Subjobber, which approval Cenex may grant, withhold or condition in its sole and absolute discretion.
- (C) If Cenex approves a Prospective Subjobber, Marketer shall have the right to enter into a written agreement with the Prospective Subjobber (a "Subjobber Agreement"), pursuant to which such Prospective Subjobber agrees to purchase Branded Fuels from Marketer, and to sell such Branded Fuels under Cenex' Marks to Branded Dealers, but only pursuant to proper Subjobber-Dealer Agreements between the Prospective Subjobber and Branded Dealers.
- (D) Each Subjobber Agreement shall include, at a minimum: (i) any specific conditions included in Cenex' written approval to Marketer of the Prospective Subjobber, (ii) a provision that such Subjobber Agreement shall not be effective unless and until Cenex, in its sole discretion, has granted final approval of the Prospective Subjobber as a Subjobber, (iii) that Subjobber must receive approval from Marketer (which approval Marketer may not grant without first receiving approval from Cenex, in its sole discretion, under Section 2.(f)(ii) of this Agreement) prior to permitting use of the Marks or supplying any Branded Fuels to any retail site, (iv) provisions recognizing and protecting Cenex' right and ownership in the Marks, and that any rights granted to Prospective Subjobber in the Marks are subject to and limited by the rights granted to Marketer by Cenex under this Agreement, and securing to Marketer from the Prospective Subjobber those same obligations and rights owed to or held by Cenex from Marketer, under Sections 2.(a), 2.(b), 2.(c), 2.(d), 2.(g), 2.(h), 2.(i), 2.(j), 2.(k), 2.(l), 3., 4., 9., 10., 12., 13, 14., 15., 16., 17., 18, 19., 20., 22., and 24. of this Agreement, and (v) the following provision:

“[Subjobber] acknowledges that this Agreement is exclusively between [Subjobber] and [Marketer], that Cenex is not a party to this Agreement, and that Cenex shall have no obligations to [Subjobber] under this Agreement. [Subjobber] further acknowledges and represents that this Agreement has not been entered into based on any promises, representations, or statements by Cenex, or any of its representatives, and further understands that any statement or promise that may have been made (or that may be made in the future) by any Cenex representative, or on Cenex' behalf, shall not be binding against Cenex and shall have no legal effect unless contained in a written document signed by an authorized representative of Cenex. [Subjobber] hereby waives and forever discharges any claim it may have against Cenex based on any fact or event occurring before the execution of this Agreement. Further, [Subjobber] hereby grants to Cenex the right to enter onto its premises and to allow Cenex the right, but not the obligation, to inspect the [Subjobber] and to sample, and test all motor fuels sold by [Subjobber] to determine whether [Subjobber] is in compliance with Cenex' image standards, or whether any motor fuel sold by [Subjobber] is properly labeled, has not been commingled, is being properly stored, or complies with all requirements established by any governmental entity.”

- (E) Upon execution of a Subjobber Agreement by Marketer and an approved Prospective Subjobber, Marketer shall provide Cenex with written notice that the Marketer and such Prospective Subjobber have executed a Subjobber Agreement that conforms to the requirements of this Agreement (the "Subjobber Notice"). Unless Cenex has previously revoked its approval of such Prospective Subjobber via written notice to Marketer, which Cenex may do in its sole and absolute discretion at any time prior to Cenex' receipt of the Subjobber Notice, a Prospective Subjobber shall become a "Subjobber" hereunder upon Cenex' receipt of the Subjobber Notice from Marketer.

i) Prospective Branded Dealer Sites.

(A) Marketer must notify Cenex of any retail site, not operated by Marketer, which Marketer desires to identify as a Cenex Branded Retail Site (a “Prospective Marketer Branded Dealer Site”) or which Marketer desires to permit a Subjobber to identify as a Cenex Branded Retail Site (a “Prospective Subjobber Branded Dealer Site”); which, together with the Prospective Marketer Branded Dealer Sites, are also referred to herein as “Prospective Branded Dealer Site”), each in accordance with the provisions of Cenex’ Marketer Standards, and subject to all of the terms and conditions of this Agreement.

(B) In such notice, Marketer must: (i) identify the entity or entities that own and operate or will own and operate such Prospective Marketer Branded Dealer Site (a “Prospective Marketer Branded Dealer”) or Prospective Subjobber Branded Dealer Site (a “Prospective Subjobber Branded Dealer”, either of which may be referred to herein as a “Prospective Branded Dealer”); (ii) include such information as may be reasonably requested by Cenex with respect to the Prospective Branded Dealer in its sole discretion, including, but not limited to, the location of the Prospective Branded Dealer Site and Marketer’s good faith estimate of the monthly Quantities of Branded Fuels, for each Branded Fuel Category, that it will purchase from Cenex to be sold at such Prospective Branded Dealer Site.

(C) Following receipt from Marketer of the written notice and all other information regarding the Prospective Branded Dealer required under Section 2.(f)(ii)(B) above, Cenex, based on its review of such information, shall notify Marketer in writing whether or not Cenex preliminarily approves the Prospective Branded Dealer Site, which approval Cenex may grant, withhold, or condition in its sole and absolute discretion (the “Preliminary Approval”).

(D) If Cenex grants Preliminary Approval to Marketer for a Prospective Marketer Branded Dealer Site, Marketer shall have the right to enter into an agreement with the Prospective Marketer Branded Dealer, pursuant to which such Prospective Marketer Branded Dealer will agree to purchase Branded Fuels from Marketer, which Branded Fuels Marketer purchases from Cenex, and to sell such Branded Fuels under the Cenex’ Marks at the Prospective Marketer Branded Dealer Site (the “Marketer-Dealer Agreement”);

(E) If Cenex grants Preliminary Approval to Marketer for a Prospective Subjobber Branded Dealer Site, Marketer shall have the right to authorize Subjobber to enter into an agreement with the Prospective Subjobber Branded Dealer, pursuant to which such Prospective Subjobber Branded Dealer will agree to purchase Branded Fuels from Subjobber, which Marketer purchases from Cenex and sells to the Subjobber, and to sell such Branded Fuels under Cenex’ Marks at the Prospective Subjobber Branded Dealer Site (the “Subjobber-Dealer Agreement”);

(F) Each Marketer-Dealer Agreement and Subjobber-Dealer Agreement must include: (i) any specific conditions included in Cenex’ Preliminary Approval, (ii) a provision stating that such Marketer-Dealer Agreement or Subjobber-Dealer Agreement, as applicable, shall not be effective unless, and until, Cenex, at its sole discretion, has granted final approval for the identification of such Prospective Branded Dealer Site as a Cenex Branded Retail Site; (iii) provisions recognizing Cenex’ right and ownership in the Marks, stating that any rights granted to Prospective Branded Dealer to use the Marks are subject to and limited by the rights granted to Marketer by Cenex under this Agreement (and granted to Subjobber by Marketer under the Subjobber Agreement, if applicable), and securing to Marketer or Subjobber, as applicable, from the Prospective Branded Dealer those same obligations and rights owed to or held by Cenex from Marketer, under Sections 2.(a), 2.(b), 2.(c), 2.(d), 2.(g), 2.(h), 2.(i), 2.(j), 2.(k), 2.(l), 3., 4., 9., 10., 12., 13, 14., 15., 16., 17., 18., 19., 20., 22., and 24. of this Agreement; and (iv) the following provision:

“[Branded Dealer] acknowledges that this Agreement is exclusively between [Branded Dealer] and [Subjobber/Marketer], that Cenex is not a party to this Agreement, and that Cenex shall have no obligations to [Branded Dealer] under this Agreement. [Branded Dealer] further acknowledges and represents that this Agreement has not been entered into based on any promises, representations, or statements by Cenex or any of its representatives, and further understands that any statement or promise that may have been made (or that may be made in the future) by any Cenex representative, or on Cenex’ behalf, shall not be binding against Cenex and shall have no legal effect unless contained in a written document signed by an authorized representative of Cenex. [Branded Dealer] hereby waives and forever discharges any claim it may have against Cenex based on any fact or event occurring before the execution of this Agreement. Further, [Branded Dealer] hereby grants to Cenex the right to enter onto its premises and to allow Cenex the right, but not the obligation, to inspect the [Branded Dealer] and to sample, and test all motor fuels sold by [Branded Dealer] to determine whether [Branded Dealer] is in compliance with Cenex’ image standards, or whether any motor fuel sold by [Branded Dealer] is properly labeled, has not been commingled, is being properly stored, or complies with all requirements established by any governmental agency.”

3) Upon execution by a Prospective Branded Dealer of a Marketer-Dealer Agreement or Subjobber-Dealer Agreement, as applicable, for a Prospective Branded Dealer Site, Marketer shall notify Cenex in writing that such Marketer-Dealer Agreement or Subjobber-Dealer Agreement has been executed, in accordance with provisions of Sections 2.(f)(ii)(D),(E) and (F) (the “Branded Dealer Notification”).

(H) Following Cenex’ receipt of a Branded Dealer Notification from Marketer, Cenex shall review such Branded Dealer

Notification, and, at its sole discretion, decide whether to grant its final approval for such Prospective Branded Dealer Site to be identified as a Cenex Branded Retail Site (the "Final Approval"). Each such Final Approval (if any) shall be communicated by Cenex to Marketer in writing.

(I) If Cenex grants Final Approval to Marketer for a Prospective Marketer Branded Dealer Site, such Prospective Marketer Branded Dealer Site shall become a "Marketer-Dealer Branded Retail Site", and the operator of such Marketer-Dealer Branded Retail Site shall become a "Marketer Branded Dealer". If Cenex grants Final Approval to Marketer for a Prospective Subjobber Branded Dealer Site, such Prospective Subjobber Branded Dealer Site shall become a "Subjobber-Dealer Branded Retail Site" (either a Marketer-Dealer Branded Retail Site or a Subjobber-Dealer Branded Retail Site may also be referred to herein as a "Dealer Branded Retail Site"), and the operator of such Subjobber-Dealer Branded Retail Site shall become a "Subjobber Branded Dealer" (either a Marketer Branded Dealer or a Subjobber Branded Dealer may also be referred to herein as a "Branded Dealer"). All the provisions of this Agreement that refer to a Cenex Branded Retail Site shall be applicable to each Dealer Branded Retail Site (e.g. any reference to Cenex Branded Retail Site herein includes, without limitation, any Dealer Branded Retail Site).

(J) Each Dealer Branded Retail Site approved by Cenex, along with Marketer's good faith estimate of the monthly Quantities of Branded Fuels, for each Branded Fuel Category, that it will purchase from Cenex to be sold at each such Dealer Branded Retail Site shall be set forth on Exhibit A-2, attached hereto and incorporated herein. Cenex shall prepare, and provide to Marketer, a revised Exhibit A and a revised Exhibit A-2 each time an approved Dealer Branded Retail Site is added to and/or deleted from the existing Exhibit A-2.

ii) For the purposes of this Agreement, all acts of Subjobbers and Branded Dealers shall be treated as acts of Marketer, and all Dealer Branded Retail Sites shall be treated as if they were Cenex Branded Retail Sites operated by Marketer. As such, any breach of the terms of this Agreement by a Subjobber or Branded Dealer shall constitute a breach of this Agreement by Marketer.

z) Prohibitions as to Use of Marks. Marketer shall not use, nor permit the use of, any Mark in any way which would alter, destroy, or prejudice Cenex' title to such Mark, or impair the value of such Mark. Marketer specifically agrees that, unless it has obtained prior written consent from Cenex, it shall not ever allow any Cenex Branded Retail Site set forth on Exhibit A-1 or Exhibit A-2 to sell, or to offer for sale, any refined motor fuels that have not been purchased by Marketer from Cenex pursuant to the provisions of this Agreement (even if such refined motor fuels have been purchased by Marketer from Cenex under some other agreement, including, but not limited to, a Branded Petroleum Distributor Agreement or other refined motor fuels sales agreement). Further, Marketer specifically agrees that, unless it has obtained prior written consent from Cenex, it shall not ever allow any Branded Fuels distributed at any Cenex Branded Retail Site set forth on Exhibit A-1 or Exhibit A-2 to be mixed, or in any way commingled, or adulterated, with refined motor fuels that have not been purchased by Marketer from Cenex pursuant to the provisions of this Agreement (even if such refined motor fuels have been purchased by Marketer from Cenex under some other agreement, including, but not limited to, a Branded Petroleum Distributor Agreement or other refined motor fuels sales agreement), or with any other products and/or chemicals; provided, however, that Cenex hereby consents to the blending of Branded Fuels with ethanol or other approved oxygenates purchased from Cenex or approved by Cenex, in such amounts and subject to such other reasonable requirements as may be imposed by Cenex from time to time.

(h) Marketer's Obligation to Discontinue Use of Marks. In the event that a Cenex Branded Retail Site (whether such Cenex Branded Retail Site is operated by Marketer, a Subjobber, or is operated by a Branded Dealer) sells, or offers for sale, any refined motor fuels that have not been purchased by Marketer from Cenex pursuant to provisions of this Agreement, regardless of whether or not Cenex has made a Limitation of Marks Election as to such Cenex Branded Retail Site or has terminated this Agreement pursuant to, and in accordance with, the provisions of Section 6. of this Agreement, then such Cenex Branded Retail Site shall immediately cease holding itself out to the public as a Cenex Branded Retail Site, and it shall immediately remove, cover, and/or otherwise obliterate all identification of all of the Marks at such Cenex Branded Retail Site. Further, upon the expiration, or termination, or non-renewal of this Agreement, for any reason, all Cenex Branded Retail Site(s) identified by the Cenex Marks pursuant to provisions of this Agreement shall immediately cease holding itself out to the public as a Cenex Branded Retail Site, and each Cenex Branded Retail Site shall immediately remove, cover, and/or otherwise obliterate all identification of all of the Marks at such Cenex Branded Retail Site(s). In addition, upon the making by Cenex of a Limitation of Marks Election as to any Cenex Branded Retail Site(s), such Cenex Branded Retail Site(s) shall immediately cease holding themselves out to the public as a Cenex Branded Retail Site, and such Cenex Branded Retail Site(s) shall immediately remove, cover and/or otherwise obliterate all identification of the Marks at such Cenex Branded Retail Site(s). Marketer specifically agrees that, if any of the conditions described in this subsection exists in respect of any Cenex Branded Retail Site(s), and Marketer has failed to immediately take appropriate steps to remove, cover, and/or otherwise obliterate all identification of all Marks at such Cenex Branded Retail Site(s), Cenex shall then have the right, without any notice, and without any liability whatsoever to Marketer or any Subjobber or Branded Dealer, and at Marketer's sole expense (which expense shall include reasonable attorneys' fees and costs incurred by Cenex) to enter upon such Cenex Branded Retail Site(s), and cause all identification of all the Marks at such Cenex Branded Retail Site(s) to be removed, covered, and/or otherwise obliterated (including, but not limited to, painting over any Mark(s) with a neutral color designated by Cenex), using any means that Cenex deems commercially reasonable. Marketer agrees that it currently has, and will continue to maintain until such time as all Marks have been removed, covered or otherwise obliterated at each Cenex Branded Retail Site, all consents (including, but not limited to, from any owner or lessor of property, Subjobber, Branded Dealer, or any other person) necessary to permit Cenex to exercise its right to remove, cover or otherwise obliterate the Marks under this subsection.

(i) Infringement of Marks. Marketer agrees that it shall immediately notify Cenex in writing of any apparent infringement of, or challenge to, Marketer's use of any Mark, or of any claim by any person of any rights in any Mark, and agrees that it shall fully cooperate with Cenex in any investigation of any alleged infringement of Cenex' ownership rights of any Mark. Marketer shall not directly or indirectly communicate with any person other than Cenex, and its counsel, in connection with any such infringement, challenge or claim. As between Cenex and Marketer, Cenex shall have sole discretion to take any action it deems appropriate, and the sole right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising out of such infringement, challenge or claim relating to any Mark.

(j) Cenex' Right to Inspect. Marketer grants to Cenex the right, without any notice, to enter upon any Cenex Branded Retail Site that is set forth in Exhibit A-1 or Exhibit A-2, and to perform inspections of such Cenex Branded Retail Site, to request Marketer to provide to Cenex bills of lading and/or all other relevant business records for Cenex' review, and to take such samples of motor fuels at such Cenex Branded Retail Site, as Cenex believes may be reasonably required for Cenex to determine Marketer's compliance with the provisions of this Section 2. In addition, Marketer agrees that Marketer will deliver to Cenex, immediately following request by Cenex, copies of all bills of lading and/or other relevant business records as Cenex believes may reasonably be required for Cenex to determine Marketer's compliance with the provisions of this Section 2. Marketer agrees that for each Cenex Branded Retail Site hereunder it currently has, and will continue to maintain until such time as this Agreement is terminated or a Limitation of Marks Election is made with respect to such Cenex Branded Retail Site, all consents (including, but not limited to, from any owner or lessor of property, Subjobber, Branded Dealer, or any other person) necessary to permit Cenex to enter the Cenex Branded Retail Site and for Cenex to exercise its rights under this subsection. To ensure consistency of the quality of products, and image, at all Cenex Branded Retail Sites, so as to protect the value of the Marks for the benefit of Cenex, Marketer, Subjobber, Branded Dealers, and all other operators of Cenex Branded Retail Sites, Cenex has developed, and maintains, its "Retail Excellence Daily" ("RED") Inspection Program for all Cenex Branded Retail Sites, which RED Inspection Program is described in Cenex' Retail Image Standards Guide, as such Retail Image Standards Guide may be changed by Cenex pursuant to provisions of subsection (d) of this Section 2. Each Cenex Branded Retail Site (whether set forth in Exhibit A-1 or Exhibit A-2 to this Agreement) must attain passing grades under Cenex' RED Inspection Program, in accordance with all the provisions of the RED Inspection Program.

(k) Failure to Comply with Brand Protection Provisions. Marketer specifically agrees that, unless Marketer has obtained prior written approval from Cenex, its failure (including, but not limited to, any failure by a Subjobber or Branded Dealer attributable to Marketer hereunder) to comply with the provisions of this Section 2. (the "Brand Protection Provisions"), including, but not limited to, the provisions of subsection (g) of this Section 2., shall be a material breach of this Agreement (the "Brand Protection Failure"). In the event of such a Brand Protection Failure, Cenex shall have the right, but not the obligation, at its option to make a Limitation of Marks Election (with respect to any Subjobber or Cenex Branded Retail Site with a Brand Protection Failure) or terminate this Agreement pursuant to the provisions of Section 6. herein. Marketer specifically agrees that any Brand Protection Failure would cause Cenex immediate and irreparable harm, the extent of such harm would be difficult to measure, and such harm may not be adequately compensated by money damages. Accordingly, in the event of any Brand Protection Failure, Marketer specifically agrees that, in addition to all other remedies available at law or in equity to Cenex, Cenex shall be entitled to equitable relief, including, but not limited to, an injunction, to restrain such breach without showing or proving actual damage sustained by Cenex as a result of such breach and without need to post any bond. In any legal action or proceeding associated with any claim by Cenex as to a Brand Protection Failure, the prevailing party shall be entitled to recover its attorneys' fees and costs, in addition to all other remedies or relief to which such party may otherwise be entitled.

(l) Change and/or Discontinuance of a Mark. Cenex, in its sole discretion for good faith business reasons, at any time may: (i) discontinue use of a Mark; (ii) change a Mark; and/or (iii) replace a Mark with another Mark (collectively, the "Branded Mark Change/Discontinuance"). Cenex shall provide Marketer at least thirty (30) days written notice of any such Branded Mark Change/Discontinuance. Cenex shall not be liable to Marketer for any damages that Marketer claims it has suffered as a result of any Branded Mark Change/Discontinuance.

(m) No Fees to Use Cenex Marks. Cenex and Marketer each specifically agree that, except for the relationship defined as a "franchise" by the "PMPA" (as such term is defined in Section 6. herein), the parties do not intend to enter into any franchise relationship, and Marketer shall not be obligated to pay to Cenex any fee for its limited right to use Cenex' Marks pursuant to the terms and conditions of this Agreement.

CREDIT/DEBIT CARDS. Marketer agrees that all of the Cenex Branded Retail Sites set forth in Exhibit A-1 and Exhibit A-2 to this Agreement shall accept all credit cards, debit cards or other forms of payment (collectively, such credit cards, debit cards or other forms of payment to be referred to as the "Cards") required by Cenex, as set forth in, and pursuant to terms and conditions set forth on Exhibit C, attached hereto and incorporated herein, as amended from time-to-time (the "Card Terms"), and that such Cenex Branded Retail Sites shall obtain all equipment required to accept such Cards consistent with provisions of such Card Terms. Marketer also agrees that, notwithstanding anything to the contrary herein, upon the expiration or termination of this Agreement, for any reason, all of the Cenex Branded Retail Sites set forth in Exhibit A-1 and Exhibit A-2 to this Agreement shall stop accepting such Cards, on the effective date of such expiration or termination of this Agreement. Marketer further agrees that, notwithstanding anything to the contrary herein, in the event of a Limitation of Marks Election for a particular Cenex Branded

Retail Site (consistent with provisions of Section 6. (c) herein), such Cenex Branded Retail Site shall stop accepting Cards on the effective date of such Limitation of Marks Election. Upon a Cenex Branded Retail Site stopping its acceptance of Cards, Marketer shall surrender to Cenex, at Marketer's expense, all the equipment that has been leased from Cenex, and used by such Cenex Branded Retail Site for accepting such Cards.

4. ADVERTISING/PROMOTIONAL PROGRAMS. From time to time during this Agreement, Cenex, at its sole option and discretion, may develop one or more advertising programs and/or promotional programs intended to emphasize the image of Cenex' Marks, and/or increase sales of Branded Fuels, at Cenex Branded Retail Sites (the "Program(s)"). Cenex anticipates that one or more of such Programs may, at Cenex' sole option and discretion, include funding and/or other monetary incentives to be paid by Cenex to customers participating in such Programs (the "Incentive(s)"). Marketer acknowledges and agrees that Cenex has the exclusive right to decide all the terms of such Programs, and that, in the event Marketer desires to participate in any such Programs, it will comply with all of the terms of any such Programs. Marketer specifically acknowledges that, in the event that Cenex has offered to Marketer any Incentive(s) as part of a Program(s), the terms of such Program(s) may include a provision that Marketer shall be obligated to return all or part of such Incentive(s) if: (i) Marketer fails to comply with all the terms of such Program(s); and/or (ii) this Agreement is terminated, for any reason, prior to the expiration of the term of this Agreement, or the terms and conditions of this Agreement are not renewed upon the expiration of the term of this Agreement; and/or (iii) a Limitation of Marks Election has become effective with respect to the Cenex Branded Retail Site to which the Program relates. Cenex acknowledges and agrees that Marketer shall have no obligation to participate in any advertising and/or promotional programs.

5. PURCHASE/SALE OF BRANDED FUELS.

(a) Supply Point(s). Cenex shall have the right to direct Marketer to accept the delivery of Branded Fuels at a refined fuels terminal(s) designated by Cenex (the "Supply Point(s)"), on a temporary basis, which Supply Point(s) may be different than the Terminal(s) identified by Marketer on Exhibit A, as amended from time to time (the "Supply Point Direction"). In the event that Cenex determines to make such a Supply Point Direction to Marketer, Cenex shall not be liable to Marketer for any loss or damage claimed by Marketer as a result of any such Supply Point Direction. In the event that Cenex discontinues, for whatever reason, making a supply of Branded Fuels available at any Terminal(s) set forth in Exhibit A, as amended from time to time, (the "Discontinued Supply Point(s)"), then Marketer shall have the right, as its sole and exclusive remedy against Cenex, to terminate this Agreement with respect to the Quantities of Branded Fuels that Marketer desired to purchase at such Discontinued Supply Point(s), as set forth on Exhibit A, as amended from time to time, (the "Impacted Quantities of Branded Fuels"), and as to the Cenex Branded Retail Site(s) set forth on Exhibit A-1 and/or Exhibit A-2, as amended from time to time, that have been supplied on an exclusive basis from such Discontinued Supply Point(s) prior to such Supply Point(s) becoming a Discontinued Supply Point(s) (the "Impacted Branded Retail Site(s)"), by providing Cenex with a written notice that Marketer desires to exercise such right. In the event that Marketer elects to terminate this Agreement as to such Impacted Quantities of Branded Fuels and Impacted Branded Retail Site(s), pursuant to provisions of this subsection (a), the Impacted Quantities of Branded Fuels included in the Quantities as set forth in Exhibit A, and the Impacted Branded Retail Site(s) as set forth on Exhibit A-1 and/or Exhibit A-2, as such Exhibits A, A-1, and A-2 exist at the time when Marketer exercises such right, shall be eliminated from Exhibit A, and from Exhibit A-1 and/or Exhibit A-2, as appropriate; provided, however, that, notwithstanding Marketer's exercise of such right, all of the provisions set forth in this Agreement shall otherwise remain effective for all purposes. Marketer specifically agrees that the provisions set forth in this subsection (a) shall not prejudice Cenex' right to terminate this Agreement or make a Limitation of Marks Election in the event of a marketing withdrawal by Cenex encompassing any of the Supply Point(s), and/or any of the Cenex Branded Retail Site(s) supplied thereby, pursuant to the "PMPA" (as such term is defined in Section 6.(b) of this Agreement).

(b) Allocation. Notwithstanding anything to the contrary herein, Marketer specifically agrees that Cenex' obligations to sell Branded Fuels to Marketer are subject to the following "Allocation" provisions:

(i) In the event that Cenex determines, at any time during the term of this Agreement (as set forth in Section 6. herein), that its available supplies of a grade(s) of refined motor fuel that is included in any Branded Fuel Category, is, or may be, insufficient to meet the demands of Cenex and Cenex' customers purchasing refined motor fuels from Cenex (whether or not such customers purchasing refined motor fuels from Cenex have a right to use the Marks), Cenex shall have the right to allocate its available supplies of such grade(s) of refined motor fuels among its customers, in such manner as Cenex may determine in its sole and absolute discretion (an "Allocation").

(ii) Marketer specifically acknowledges and agrees that, in the event that Cenex exercises its rights to implement an Allocation program, such Allocation program may result in Marketer not receiving all the Quantities of Branded Fuels that would otherwise be available to Marketer, if Cenex had not implemented such Allocation program, during the time such Allocation program is in place.

(iii) Notwithstanding anything to the contrary herein, any Allocation program developed by Cenex is effective immediately upon Cenex' providing notice to Marketer of its implementation of such Allocation program (the "Allocation Notice"), and the terms of such Allocation program shall be as provided in such Allocation Notice.

(iv) Notwithstanding anything to the contrary herein, in the event that Cenex exercises such Allocation rights, it shall not be obligated to purchase other supplies of refined motor fuels to replace the affected source of supply of refined motor fuels, or

in any way make up any Quantities of Branded Fuels not delivered to Marketer, if any such actions would be uneconomic to Cenex, and/or would involve additional capital expense or a departure from Cenex' normal procedures.

(v) Notwithstanding anything to the contrary herein, in the event that Cenex exercises such Allocation rights, it shall not be liable to Marketer for any loss or damage claimed by Marketer as a result of such Allocation.

(vi) Notwithstanding anything to the contrary herein, no Allocation by Cenex shall operate to extend the term of this Agreement (as set forth in Section 6. herein).

(c) Volume Measurement - Branded Fuels. Quantities of Branded Fuels sold and delivered pursuant to the provisions of this Agreement shall be determined by one of the following two methods, unless applicable state law requires otherwise: (i) the volumetric measurements of such Branded Fuels as actually loaded into a truck transport, determined by meters at the delivering terminal, or if such meters are not available, then by weighing (the "Gross Volume"); or (ii) the Gross Volume of such Branded Fuels, corrected for temperature to a sixty degree Fahrenheit (60° F) basis, or such other temperature-compensated basis in accordance with current ASTM Petroleum Measurement Tables (the "Net Volume"). Unless applicable state law requires otherwise, Marketer shall have the option to select either the Gross Volume or the Net Volume once in each calendar year, with each such selection to be effective as of the next succeeding anniversary date of this Agreement. Unless Marketer notifies Cenex, at least thirty (30) days in advance of the next anniversary date of the Effective Date of this Agreement, of its desire to change from one method to the other method, Marketer shall be conclusively presumed to have selected the method currently in effect.

(d) Minimum Volumes of Branded Fuels. Marketer shall have the obligation to purchase, as to each Branded Fuel Category, for each calendar quarter, not less than eighty five percent (85%) of the sum of the Quantities of Branded Fuels for each Branded Fuel Category for the three calendar months in such calendar quarter, as set forth on Exhibit A, as amended from time to time, pursuant to all of the provisions in this Agreement (the "Minimum Volumes"). Marketer agrees that purchases of refined motor fuels from Cenex under some other agreement, including, but not limited to, a Branded Petroleum Distributor Agreement, or other refined motor fuels sales agreement, shall not be included when determining Marketer's compliance with its obligation to purchase such Minimum Volumes. Notwithstanding anything to the contrary herein, Cenex specifically agrees that Marketer shall be excused of its obligation to purchase Minimum Volumes for a Branded Fuel Category during any calendar quarter in which an Allocation program implemented by Cenex, pursuant to the provisions of Section 5(b) herein, is in place which limits the volume of Branded Fuel under such Branded Fuel Category that is available for purchase by Marketer during such calendar quarter to less than the Minimum Volumes for such Branded Fuel Category.

(e) Failure to Purchase Minimum Volumes of Branded Fuels. Marketer specifically agrees that, unless Marketer has obtained Cenex' written approval for a temporary volume change in a calendar quarter, its failure to purchase the Minimum Volumes of Branded Fuels for any Branded Fuel Category in any calendar quarter shall be a material breach of this Agreement (the "Minimum Volumes Failure"). Cenex specifically agrees that an Allocation Notice provided to Marketer by Cenex, pursuant to the provisions of Section 5.(b) herein, shall constitute Cenex' written approval for a temporary volume change for each calendar quarter during which the Allocation program identified in such Allocation Notice reduces the volume of Branded Fuels under a Branded Fuel Category that is available for purchase by Marketer to less than the Minimum Volumes for such Branded Fuel Category. In the event of any Minimum Volumes Failure, Cenex shall have the right, but not the obligation, to make a Limitation of Marks Election with respect to any one or more Cenex Branded Retail Site(s) or terminate this Agreement pursuant to provisions of Section 6. herein. In the event that Cenex has not exercised its right to terminate this Agreement or make a Limitation of Marks Election as a result of such Minimum Volumes Failure, Cenex shall have the right, but not the obligation, to prepare and to provide to Marketer, a revised Exhibit A reflecting a reduction in monthly volumes of Branded Fuels as set forth on the Exhibit A then in effect to Marketer's actual purchases of Branded Fuels, which revised Exhibit A shall then be binding on Marketer notwithstanding that Marketer has not signed such revised Exhibit A.

(f) Maximum Volumes of Branded Fuels. Notwithstanding anything to the contrary herein, Cenex shall have no obligation to sell to Marketer, and Marketer shall have no right to purchase, in any calendar quarter, more than one hundred fifteen percent (115%) of the Quantities of Branded Fuels of any Branded Fuel Category as set forth on Exhibit A, as amended from time to time (the "Maximum Volumes"), even if Cenex had made available to Marketer volumes of Branded Fuels in excess of Maximum Volumes in any preceding quarter or quarters. Cenex, at its sole option, may, without notice, impose a surcharge on any gallons of Branded Fuels of any Branded Fuel Category purchased by Marketer in any quarter in excess of the Maximum Volumes.

TERM OF AGREEMENT; TERMINATION.

(a) Term. This Agreement shall be in full force and effect commencing on the Effective Date of this Agreement, as set forth in the first paragraph of this Agreement, and it shall terminate automatically without notice at midnight, central time, three (3) years from the Effective Date (such date, or such later date on which this Agreement will expire following an extension of the Agreement described in Section 6.(f) hereof, are referred to herein as the "Expiration Date"), unless sooner terminated or otherwise extended as provided for herein.

(b) Early Termination by Cenex. At its sole option, notwithstanding any other provision set forth in this Agreement, Cenex may terminate this Agreement prior to the Expiration Date in the event that: Marketer makes any false and/or misleading statement

to Cenex in connection with Marketer's efforts to acquire the right to purchase Cenex-branded motor fuels from Cenex pursuant to the terms and conditions of this Agreement; or Marketer makes any representation and/or warranty in this Agreement that is false and/or misleading in any respect when made; or Marketer fails, or refuses, to comply with any provision of this Agreement; or on any other grounds, and upon terms, as permitted by the Petroleum Marketing Practices Act, 15 U.S.C. § 2801 et seq., as amended from time to time, and the cases that have been decided thereunder (collectively referred to herein as the "PMPA"), without regard to whether any such grounds are expressly referred to in this Agreement (each, a "Marketer's Breach"). A summary of the Petroleum Marketing Practices Act is set forth on Exhibit B, attached hereto and incorporated herein. Some, but not all, of the grounds for termination of this Agreement by Cenex that are permitted by the PMPA include:

(i) A failure by the Marketer to comply with any provision of this Agreement, which provision is both reasonable and of material significance to the contractual relationship contemplated by this Agreement.

(ii) A failure by the Marketer to exert good faith efforts to carry out the provisions of this Agreement.

(iii) Marketer's abandonment of, or a failure to operate, Marketer's business.

(iv) Willful adulteration, mislabeling or misbranding of motor fuels at a Cenex Branded Retail Site(s) covered by this Agreement, or other violations as to use of the Marks by the Marketer.

(v) A failure by the Marketer to pay to Cenex in a timely manner when due all sums to which Cenex is legally entitled.

(vi) A knowing failure of the Marketer to comply with any Federal, State, or local laws or regulations relevant to the operation of the business of the Marketer, Subjobber or Branded Dealer, as applicable, or to the operation of a Cenex Branded Retail Site(s) covered by this Agreement.

(vii) Fraud or criminal misconduct by the Marketer, a Subjobber or a Branded Dealer, relevant to the operation of the business of the Marketer, Subjobber or Branded Dealer, as applicable, or to the operation of a Cenex Branded Retail Site(s) covered by this Agreement.

(viii) The receipt of numerous bona fide customer complaints by Cenex concerning the operation of any Cenex Branded Retail Site(s) covered by this Agreement (whether operated by Marketer, a Subjobber or a Branded Dealer).

(ix) A Cenex Branded Retail Site(s) covered by this Agreement being operated in a manner that is not clean, safe, and healthful.

(x) Declaration of bankruptcy or judicial determination of insolvency of the Marketer.

(xi) A determination by Cenex, in good faith, and in the normal course of business, to withdraw from the marketing of refined motor fuels through retail outlets in a relevant geographic market served by Marketer, or in a relevant geographic market in which any Cenex Branded Retail Site(s) covered by this Agreement is located.

(xii) Cenex' loss of the right to grant the right to Marketer to use any of the Marks.

(xiii) The occurrence of an event which is relevant to the contractual relationship contemplated by this Agreement, and as a result of which, termination of this Agreement is reasonable.

(xiv) The failure of Cenex and Marketer to agree to changes or additions to the terms and conditions of this Agreement, where such changes or additions are the result of determinations made by Cenex in good faith and in the normal course of business.

(xv) A mutual written agreement between Cenex and Marketer to terminate the contractual relationship contemplated by this Agreement.

The exercise by Cenex of any rights reserved under this subsection (b) shall be without prejudice to any claim for damages or any other right under this Agreement and/or under applicable law.

(c) Limitation of Marks Election. As an alternative to terminating this Agreement pursuant to the provisions of Section 6.(b) herein, Cenex may, at its sole option and discretion, elect to: (1) revoke Marketer's right to grant the use of the Marks to a Subjobber, and/or (2) revoke any and all rights to use the Marks at any Cenex Branded Retail Site set forth on Exhibit A-1 or Exhibit A-2, as may be amended or replaced from time to time (a "Limitation of Marks Election"), upon the occurrence of any of the following:

(i) the operator of the Cenex Branded Retail Site (whether such operator is Marketer, a Subjobber, or a Branded Dealer) loses, for any reason, its right to use or possess the Cenex Branded Retail Site; or

(ii) the Cenex Branded Retail Site or its operator (whether such operator is Marketer, a Subjobber, or a Branded Dealer) fails to conform with any of the Brand Protection Provisions; or

(iii) any other grounds for termination permitted by this Agreement or the PMPA.

Unless otherwise agreed to by Cenex in writing, any Limitation of Marks Election with respect to a Subjobber shall also constitute a Limitation of Marks Election with respect to all Cenex Branded Retail Site(s) subject to the Subjobber-Dealer Agreements with the affected Subjobber. Upon a Limitation of Marks Election by Cenex, any obligation of Cenex to supply Branded Fuels to Marketer with respect to such Subjobber and/or Cenex Branded Retail Site(s) affected by the Limitation of Marks Election, as applicable, shall immediately terminate, and Cenex shall prepare and provide to Marketer a revised Exhibit A and Exhibit A-1 and/or Exhibit A-2, as appropriate, reflecting the effect of Cenex's Limitation of Marks Election, which shall be binding upon Marketer without Marketer's signature on such revised exhibits. Except to the extent of this Agreement is changed as a result of the Limitation of Marks Election made by Cenex, all remaining provisions of this Agreement shall remain in effect for all purposes.

(d) Early Termination by Marketer. In the event that Cenex materially fails, or refuses, to comply with any material provision of this Agreement, or if Cenex makes any material representation and/or warranty in this Agreement that is false or misleading in any material respect when made, then Marketer shall have the right to elect to terminate this Agreement in the event that Cenex does not cure such breach in accordance with the provisions of this subsection (d). To effect any such termination, Marketer shall give Cenex at least thirty (30) days written notice prior to the effective date of such termination, setting forth the reason(s) for termination. Cenex shall have the right to cure such breach within fifteen (15) days of the date of such termination notice; provided, however, that if, under the circumstances, a cure of such breach is not possible in such fifteen (15) day period, Cenex shall have additional time to cure such breach, so long as Cenex has commenced commercially reasonable efforts to cure such breach within such fifteen (15) day period, and Cenex continues to exercise commercially reasonable efforts to cure such breach thereafter, until such breach is cured. If such breach is cured, or commercially reasonable efforts to cure such breach have been commenced, by Cenex, within such time period, then such notice of termination to Cenex shall be void. However, if such breach is not cured, or commercially reasonable efforts to cure such breach have not been commenced, by Cenex, within such time period, then such termination shall be effected pursuant to, and in accordance with, provisions of such notice of termination.

(e) Survival. All representations, warranties, undertakings, covenants, promises, and agreements of both Cenex and Marketer that, expressly or by their nature, survive expiration or termination of this Agreement, including, but not limited to, Marketer's monetary obligations as set forth herein, and Marketer's indemnification obligations set forth in Section 15. herein, shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement until they are satisfied, or by their nature expire. Each party to this Agreement shall be, and shall remain, liable to the other party hereto for all damages or losses to such party that are recoverable pursuant to the provisions of this Agreement, caused by, or resulting from, any breach of, or inaccuracy in, such representations and warranties, or failure to observe or comply with any such undertakings, covenants, promises, and agreements.

(f) Renewal by Cenex. Cenex may provide notice to Marketer at any time on or prior to an Expiration Date, that Cenex desires to renew the term of this Agreement (the "Renewal Notice"). If Marketer notifies Cenex in writing that it does not desire to renew this Agreement on or before an Expiration Date, this Agreement shall not renew as of such Expiration Date, notwithstanding delivery by Cenex of the Renewal Notice. If Cenex has delivered a Renewal Notice and Marketer fails to notify Cenex on or before an Expiration Date of its desire to not renew this Agreement, this Agreement shall be automatically renewed and the Expiration Date shall be automatically extended until midnight, central time, on the date occurring three (3) years after the Expiration Date for which such Renewal Notice was provided or such other date as set forth in the Renewal Notice. Cenex may decline to renew this Agreement based upon any of the grounds for non-renewal set forth in this Agreement or the PMPA.

TITLE. Unless otherwise agreed to by Cenex in a signed writing, Cenex and Marketer agree that, to the fullest extent permitted by law, title to, risk of loss, and all liability with respect to all Branded Fuels sold and delivered hereunder shall pass from Cenex to Marketer at the delivering terminal, as such Branded Fuels enter the receiving connection of a truck transport (the "Carrier") ("FOB Terminal"). Unless otherwise agreed to by Cenex in a signed writing, Marketer shall be solely responsible to arrange for, and pay, all costs, expenses, and liabilities of any nature, arising out of any such Carrier loading Branded Fuels at, and transporting Branded Fuels from, such delivering terminal. Marketer agrees that it, and all companies that own and/or operate a Carrier loading and/or transporting Branded Fuels from a delivering terminal, shall comply with all the applicable loading instructions, procedures, and regulations pertaining to loading Branded Fuels at each such delivering terminal.

8. PRICE AND PAYMENT. Cenex shall invoice, and Marketer shall pay for, all Branded Fuels sold and delivered hereunder, in accordance with the following terms and conditions:

(a) Price Basis. Unless otherwise agreed to in writing between Cenex and Marketer, the price that Marketer shall pay for Branded Fuel(s) purchased hereunder shall be the price established by Cenex from time-to-time for the particular type and quantity of Branded Fuel(s), at the time and place, and under manner, of purchase and delivery involved. Marketer specifically acknowledges that it shall have no right, and Cenex shall have no obligation, to enter into any agreement pursuant to which Marketer will purchase any Branded Fuel(s) from Cenex on a price basis other than the price established by Cenex from time-to-time.

(b) Price Changes. Cenex reserves the right at any time and from time to time, without prior notice to Marketer, to change any or all of the prices, or the method by which Cenex' prices to Marketer are determined.

(c) Taxes. Marketer agrees that any and all taxes, duties, tolls, fees, and/or other similar charges, now or hereafter imposed by any federal, state, or local governmental unit, or tribal authority, upon, measured by, or incident to, the transportation, importation, production, manufacture, transfer, use, and/or ownership of the Branded Fuels that are the subject matter of this Agreement (the "Taxes"), shall be the sole liability and responsibility of Marketer, and in the event that Cenex is ever obligated to pay any such Taxes, Marketer shall promptly reimburse Cenex for all Taxes paid by Cenex.

(d) Payment. At its sole discretion, Cenex may decide to extend a line of credit to Marketer on such terms as Cenex may specify, from time to time, during the term of this Agreement. Cenex specifically reserves the right to modify or to withdraw such line of credit, at any time, for any or no reason, upon notice to Marketer. Unless Cenex has extended a credit line to Marketer, Marketer shall pay, at Cenex' sole option, cash in advance or cash at time of delivery. Cenex shall deliver to Marketer invoices for all Branded Fuels sold and delivered pursuant to terms and conditions of this Agreement, and provided that Cenex has extended a line of credit to Marketer, such invoices shall be due for payment according to terms established for Marketer as indicated on each invoice, and as provided in Cenex' credit policy (as revised or amended during the term of this Agreement). Any amounts on such invoices that are not paid in accordance with such remittance terms will be considered overdue, and finance charges will be assessed on such overdue amounts at the lesser of: one and one-half percent (1 1/2 %) per month; the percentage rate set forth in the finance charge policies of Cenex in effect on the date of delivery; or the maximum amount that is allowed by applicable law. EXECUTION OF THIS AGREEMENT BY CENEX SHALL NOT CONSTITUTE APPROVAL OF A LINE OF CREDIT FOR MARKETER.

(e) Financial Responsibility; Right of Offset. During the term of this Agreement, Cenex shall have the right to request Marketer to provide current financial information that Cenex, based on its reasonable judgment, believes is necessary for Cenex to assess Marketer's ability to perform all its financial obligations set forth in this Agreement. Marketer agrees that it shall promptly provide such financial information as requested by Cenex. If Marketer's payments of any amount that is due to Cenex is in arrears, or if the financial responsibility of Marketer has become impaired or unsatisfactory in Cenex' reasonable judgment, then advance cash payment or satisfactory security shall be given by Marketer to Cenex upon Cenex' demand, and deliveries of Branded Fuels (including, but not limited to, deliveries of Branded Fuels covered by an agreement generally referred to by Cenex as a "Fixed Price Contract") may be withheld by Cenex until such payment or other security is received. Cenex may also exercise a right of offset with respect to any payment or obligation that is due Cenex from Marketer under this Agreement, or any other agreement between Cenex and Marketer, against any payment, delivery or other obligation owed by Cenex to Marketer under this Agreement, or any other agreement between Cenex and Marketer (including, but not limited to, any amounts payable to Marketer with respect to Card Sales under Exhibit C). The exercise by Cenex of any rights reserved under this subsection shall be without prejudice to any claim for damages or any other right under this Agreement and/or applicable law.

(f) Other Price-Related Terms. The terms and conditions set forth in this Agreement shall, in all cases, prevail over any purchase order delivered by Marketer to Cenex relating to Branded Fuels purchased by Marketer from Cenex hereunder. Marketer specifically agrees that invoices sent to Marketer by Cenex, along with delivery tickets and other pertinent documents relating to sales of Branded Fuels by Cenex to Marketer pursuant to this Agreement, shall be prima facie evidence of deliveries, quantities, and prices of such sales of Branded Fuels by Cenex to Marketer.

9. INSURANCE. Marketer agrees to maintain at all times during the term of this Agreement: (a) Workers' Compensation Insurance as prescribed by applicable laws of the state(s) with jurisdiction over each of Marketer's employees; (b) Employer's Liability Insurance covering all of Marketer's employees with per-occurrence limits of not less than Five Hundred Thousand Dollars (\$500,000) (or higher limits as may be required by applicable law); (c) Automobile Liability Insurance on all motor vehicles owned and/or used by Marketer with a combined single limit of not less than One Million Dollars (\$1,000,000) (or higher limits as may be required by applicable law) (which coverage can be provided through a combination of primary and umbrella policies); and (d) Commercial General Liability Insurance with a per-occurrence limit, including a per-occurrence limit for products-completed operations, of not less than One Million Dollars (\$1,000,000) (or higher limits as may be required by applicable law) (which coverage can be provided through a combination of primary and umbrella policies), which policy(ies) shall include supplementary coverage waiving subrogation against Cenex. As to all policies described in subsections (b), (c) and (d) of this Section 9., Marketer agrees that: (i) it will provide Cenex with at least thirty (30) days written notice prior to the effective date of cancellation or any material change of any such policy(ies); and (ii) upon any request from Cenex, it will immediately instruct its insurer(s) to provide Cenex with certificates of insurance evidencing coverage that is required by this Section 9. Marketer agrees that the policy limits set forth herein are minimum limits and shall not be construed to limit Marketer's liability.

10. SAFETY AND ENVIRONMENTAL LAWS.

(a) Governmental Laws. Marketer agrees that all of its employees, representatives and agents shall comply, at all times, with all applicable laws, ordinances, rules, and regulations established by any federal, state, and local authority, including, but not limited to, those relating to safety and environmental matters (the "Laws"). Further, Marketer agrees that it shall take appropriate steps to monitor that all Branded Dealers, all Subjobbers, and that all Carriers loading and/or transporting any Branded Fuel(s)

from any delivering terminal, shall comply, at all times, with the Laws. Without limiting the foregoing, Marketer agrees that the term Laws shall include all laws, ordinances, rules, and regulations concerning the receipt, storage, handling and distribution of motor fuels, the disposal of waste materials, and the installation and the maintenance of underground storage tanks, including, but not limited to, the Clean Air Act (42 U.S.C. § 1857 et seq.), as amended from time to time, and all rules and regulations as established by the United States Environmental Protection Agency (the "EPA") and related environmental state agencies, including but not limited to the regulations of fuels and fuel additives set forth in 40 C.F.R., Part 80. At such times as may be reasonably requested by Cenex, Marketer shall provide proof to Cenex that all storage tanks at Marketer's place of business, Subjobber's place of business, any Branded Dealer's place of business, and all of the Cenex Branded Retail Sites set forth on Exhibit A-1 and Exhibit A-2 to this Agreement have been registered with proper state authorities, and the Subjobber and operator of each Cenex Branded Retail Site set forth on Exhibit A-1 and Exhibit A-2 meets all the applicable state and federal financial responsibility requirements.

(b) Supply Terminal Rules/Regulations. Marketer agrees that all of its employees, representatives and agents, including, but not limited to, Carriers loading and/or transporting Branded Fuels from a delivering terminal, shall comply, at all times, with all of the applicable safety and environmental rules and regulations established by operators of all terminals at which Branded Fuels are delivered to Marketer, when any such employees, representatives, or agents are physically at any such terminals. Marketer specifically agrees that, in the event any Branded Fuels sold and delivered to Marketer pursuant to the provisions of this Agreement are spilled, or otherwise escape, during the loading of any Carrier at a delivering terminal, and/or the transporting of Branded Fuels from such delivering terminal by any such Carrier, Marketer shall take measures as are reasonably necessary under the circumstances to mitigate any potential harm to persons and/or property.

(c) Material Safety Data Sheet. Marketer specifically acknowledges its receipt of a Material Safety Data Sheet ("MSDS") applicable to each Branded Fuel from Cenex, and specifically acknowledges the hazards and risks that are associated with handling and using Branded Fuels. Marketer agrees that it shall read each such MSDS, and advise all of its employees, representatives, and agents (including, but not limited to, Carriers loading and/or transporting any Branded Fuel(s) from any delivering terminal), Subjobbers and all Branded Dealers of each MSDS, and of precautionary procedures for handling such Branded Fuels as set forth in such MSDS, and any supplementary MSDS or written warning which it receives from Cenex from time to time.

WARRANTIES/DISCLAIMER. Cenex warrants that it will convey good title to the Branded Fuels sold and delivered hereunder, and that all such Branded Fuels shall be merchantable and in compliance with the specifications that are expressly applicable to each Branded Fuel in effect at the time of delivery of such Branded Fuel. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, CENEX MAKES NO WARRANTIES OF ANY KIND AS TO BRANDED FUELS DELIVERED TO THE MARKETER UNDER TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

12. CLAIMS. Branded Fuels purchased hereunder may not be returned for credit or exchanged for other products without Cenex' written consent. In the event that Marketer has any complaints or objections as to the quantity or quality of Branded Fuels delivered hereunder, Marketer shall immediately, but in no event later than ten (10) business days after the basis for such complaint or objection occurred, notify Cenex of such complaint or objection, make such Branded Fuels available to Cenex for its investigation, and request instructions for handling such Branded Fuels. Any such notification shall state with particularity the basis for such complaint or objection. In the event that Marketer fails to fully comply with the provisions of this Section 12., and/or fails to follow Cenex' instructions for handling the Branded Fuels, it shall be deemed to have waived any complaint or objection as to such Branded Fuels.

13. LIMITATION OF LIABILITY. EXCEPT AS PROHIBITED BY APPLICABLE LAW, MARKETER WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO OR CLAIM FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, AND/OR EXEMPLARY DAMAGES AGAINST CENEX, AND ALL ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND INSURERS, ARISING OUT OF ANY CAUSE OF ACTION WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, AND/OR STRICT LIABILITY). IN ADDITION, MARKETER SPECIFICALLY AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED FOR IN APPLICABLE LAW, MARKETER'S EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES THAT ARE, IN ANY WAY, CAUSED BY, OR ARISE OR RESULT FROM, CENEX' SALE AND DELIVERY OF BRANDED FUELS, AND/OR ACTIVITIES ASSOCIATED WITH SUCH SALE AND DELIVERY OF BRANDED FUELS, SHALL BE LIMITED TO THE REPLACEMENT VALUE OF THE SPECIFIC BRANDED FUELS FOR WHICH SUCH A CLAIM FOR LOSSES AND/OR DAMAGES IS PROVED.

14. FORCE MAJEURE. Neither party to this Agreement shall be liable to the other party hereto for any loss or damage resulting from any delay or failure to make or accept deliveries caused by or arising out of acts of God or the elements, storms, wars, acts of terrorism, sabotage, strikes, labor difficulties, governmental proration or regulation, when raw materials or supplies are interrupted, unavailable, or in short supply, and/or any other cause beyond such party's commercially reasonable control. In the event that a party to this Agreement gives notice and an explanation of such force majeure event to the other party hereto within a reasonable time after the occurrence of such force majeure event, the obligations of the parties shall be suspended from the date of such force

majeure event for the length of time during which a party is unable to perform as a result of such force majeure event. Without limiting the foregoing, Cenex shall not be required to remove the cause of any such force majeure event or replace the affected source of supply of refined motor fuels if it shall involve additional capital expense or a departure from Cenex' normal procedures. Marketer specifically agrees that nothing contained in this Section 14. shall ever be construed to relieve Marketer of its obligations to promptly pay Cenex in full for Branded Fuels delivered to it, or to pay any other monetary obligations of Marketer herein. No curtailment or suspension of deliveries, or acceptance of deliveries, pursuant to this Section 14. shall operate to extend the term of this Agreement.

15. INDEMNIFICATION. Marketer agrees that it shall defend, indemnify, and hold harmless Cenex, and all of its affiliates, and all of their respective directors, officers, agents, employees, and insurers, from and against any and all claims, demands, damages, losses, liabilities, causes of action, judgments, fines, assessments (including, but not limited to, penalties and/or interest), costs and expenses of any kind or nature, including all attorneys' fees and all costs and expenses of litigation and court costs (including, but not limited to, attorneys' fees and costs and expenses of litigation and court costs incurred in enforcing this provision), without regard to amount, for damages to, or loss of, property, or injury to, or death of, any person or persons, including, but not limited to, persons employed or engaged by Marketer, caused by or arising or resulting from, whether directly or indirectly: (a) Marketer's operation of its business; and/or (b) the business operations of each Subjobber, and/or (c) the business operations of each Branded Dealer; and/or (d) the business operations of each owner and/or operator of any Carrier loading and/or transporting any Branded Fuel(s); and/or (e) Marketer's breach of any of its representations, warranties, undertakings, covenants, promises and agreements as set forth in this Agreement; and/or (f) Marketer's failure to comply with any and all applicable federal, state or local laws, ordinances, orders, permits, rules and regulations with regard to Marketer's activities relating to the operation of its business, including, but not limited to, the Laws; and/or (g) the failure of any Subjobber to comply with any and all applicable federal, state or local laws, ordinance, orders, permits, rules and regulations with regard to Subjobber's business activities, including, but not limited to, the Laws, (g) the failure of any Branded Dealer to comply with any and all applicable federal, state or local laws, ordinances, orders, permits, rules and regulations with regard to such Branded Dealer's activities relating to the operation of its business, including but not limited to, the Laws; and/or (h) the failure of any owner and/or operator of any Carrier loading and/or transporting any Branded Fuel(s) to comply with any and all applicable federal, state or local laws, ordinances, orders, permits, rules and regulations with regard to any such Carrier's activities relating to the operation of its business, including, but not limited to, the Laws; and in any event, regardless of whether such damages, injuries, or deaths are caused by, or arise or result from, Cenex' partial and/or joint negligence; provided, however, that Marketer shall not have any indemnification obligations to Cenex for any damages, injuries, or deaths to the extent that such damages, injuries, or deaths are caused by, or arise or result from, Cenex' negligence (including, but not limited to, the negligence of a Carrier that is owned and/or operated by Cenex). Cenex shall have the right, but not the obligation, to participate in the defense of any such claim with attorneys selected by Cenex; provided, however, that once Marketer assumes the defense of Cenex pursuant to the provisions of this Section 15., Cenex' participation in the defense of any such claim shall be at its own expense.

16. INDEPENDENT CONTRACTOR. Cenex and Marketer are separate legal entities, and independent contractors in respect of the other party hereto. Nothing in this Agreement shall constitute, or ever be construed to constitute, either party hereto as an agent, legal representative, joint venturer, partner, employee, or servant of the other party hereto, for any purpose whatsoever.

(a) Marketer Has No Rights to Bind Cenex. Marketer specifically agrees that it is not authorized to make any contract, agreement, warranty, or representation on behalf of Cenex, or to create any obligation, whether express or implied, on behalf of Cenex. Marketer specifically agrees that, at all times, its right to use Cenex' Marks during the term of this Agreement shall be limited to rights granted by Cenex to Marketer pursuant to provisions of Section 2. herein, and it shall hold itself out to the public as an independent contractor using Cenex' Marks pursuant to rights granted to it from Cenex pursuant to provisions of this Agreement. In an attempt to avoid confusion by the public as to the relationship between Cenex and Marketer, whenever Marketer or any Subjobber or Branded Dealer uses Cenex' Marks' in conjunction with any advertising program, and/or in any documents, Marketer shall properly identify itself (and shall require any Subjobber or Branded Dealer to refer to itself) as a "Cenex Branded Motor Fuels Marketer".

(b) Cenex Has No Rights to Exercise Control Over Marketer. Nothing in this Agreement grants, or shall ever be construed as granting, to Cenex any rights or powers to exercise control over the business practices of Marketer, or to direct the manner in which Marketer's business operations shall be conducted; provided, however, that Cenex may take commercially reasonable actions to promote compliance with the Brand Compliance provisions as set forth in Section 2. herein, which actions may include instructions, guidance, and recommendations as may be necessary and desirable to promote the mutual objectives of Cenex and Marketer in regards to promoting the value that is associated with Cenex' Marks. Notwithstanding anything to the contrary herein, Cenex shall have absolutely no control over the prices established by Marketer for the resale of any Branded Fuels sold by Cenex to Marketer in accordance with the terms and conditions of this Agreement.

17. NO GRANTING OF TERRITORY. Marketer acknowledges and agrees that nothing contained in this Agreement creates or grants, or shall ever be construed as creating or granting, to Marketer, any exclusive territory, market rights or protected area, or any exclusive group of customers. In order to promote the growth of the Marks and enhance customer awareness of the Marks for the benefit of all Cenex Branded Retail sites, Cenex reserves the right, at its sole option and discretion to: (i) sell Branded Fuels, and/or other products, to any customer it chooses to do business with, or to establish company-operated retail sites selling similar and/or other products, as Cenex deems appropriate, even if such other customers or company-operated retail sites compete with

Marketer's business; and (ii) choose to identify, or not identify, any retail sites owned and/or operated by Marketer, and/or any retail sites supplied by Marketer, at any location not specifically set forth in Exhibit A of this Agreement, with the Marks.

18. LIMITED TIME TO FILE SUIT OR ACTION. Marketer shall file any suit or action arising out of this Agreement within one (1) year from the occurrence of the facts giving rise to such suit or action, or such suit or action shall be barred.

ASSIGNMENT, ASSET SALE OR CHANGE IN CONTROL.

i) Assignment. This Agreement may not be assigned or transferred by Marketer, directly or indirectly, in full or in part, without the advance written consent of Cenex, which consent shall not be unreasonably withheld, and no attempted assignment or transfer of this Agreement by Marketer shall be binding on Cenex until it has first consented in writing to any such assignment. Any change of control of Marketer, whether by operation of law or otherwise, shall be deemed an assignment or transfer. Assignments or transfers that have not been consented to by Cenex shall be a breach of this Agreement, and shall be voidable by Cenex, at Cenex' sole option. Marketer specifically agrees that Cenex may condition its consent to an assignment or transfer upon agreement of the proposed assignee or transferee to simultaneously:

- (i) enter into a Trial Franchise consistent with provisions of the PMPA; and
- (ii) enter into a Mutual Termination of this Agreement; provided, further that
 - (A) any refusal by a proposed assignee or transferee to comply with such conditions for Cenex' consent;
 - (B) any current material breaches of this Agreement by Marketer; and/or
 - (C) a lack of training and substantial experience in the marketing of petroleum on the part of the proposed assignee or transferee, shall conclusively establish a reasonable basis for Cenex to withhold its consent to such an assignment or transfer. All of the terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, permitted assigns of the parties hereto.

j) Sale of Assets/Change in Control.

(i) Right to Purchase Events. Marketer will not do any of the following (each, a "Triggering Event") without first giving Cenex a Right to Purchase, as set forth in Section 19(b) as set forth below: (A) sell, lease, assign or transfer substantially all of Marketer's Branded Fuel Related Assets (defined below), (B) sell, lease, assign or transfer substantially all of, or a material part of, Marketer's Branded Fuel Related Assets relating to any Cenex Branded Retail Site, (C) sell, lease, assign or transfer any Marketer-Dealer Agreement, Subjobber Agreement, Subjobber-Dealer Agreement, or any other direct or indirect rights with respect to the operation, supply or branding of any Cenex Branded Retail Site, (D) participate in, agree to, allow or suffer, a Change in Control (defined below). For the purposes of this Section 19(b) a Triggering Event includes all transactions that (A) by themselves would constitute a Triggering Event, and (B) any series of events that, when combined, would constitute a Triggering Event. Marketer agrees that it shall not enter into any agreement or document that, as part of such agreement or document, would result in, constitute, or agree to consummate (whether with or without contingencies) a Triggering Event, unless such agreement or document includes provisions recognizing and holding the transactions thereunder subject to and contingent upon Cenex' Right to Purchase as set forth in this Section 19(b) and, to the extent applicable, Cenex's rights under Section 19(a) above.

(ii) Definitions.

(A) *Affected Assets.* An "Affected Asset" is a Branded Fuel Related Asset (defined below) that is subject to a Triggering Event, under this Section 19(b), which includes, without limitation any Branded Fuel Related Asset that would be or is: (I) sold, leased, assigned or transferred as part of such Triggering Event, (II) directly or indirectly covered by, or its use governed under, any contract that is sold, leased, assigned or transferred in such Triggering Event, or (III) owned by any entity that participates in a Change of Control event that is part of the Triggering Event.

(B) *Branded Fuel Related Assets.* The term "Branded Fuel Related Assets" means all real property (including terminals and retail fuel stations) and personal property (including transport and tank trucks, storage tanks, dispensers), related contract rights (including contracts with Subjobbers and contracts with Dealers) and goodwill, that is in Marketer's possession or control or in the possession or control of its subsidiaries or affiliates or principals, which are used in connection with the transportation, delivery, marketing and sale of Branded Fuels under this Agreement.

(C) *Change in Control.* A "Change in Control" includes (A) the sale, assignment, transfer, conveyance or encumbrance of 50% or more in the aggregate of the stock, membership interests, partnership interests or other equitable ownership interests or voting interests of Marketer ("Equity"); (B) the issuance of any securities by Marketer which itself or in combination with other transactions results in its owners (as constituted as of the Effective Date) owning less than 50% of the outstanding Equity; (C) if

Marketer is a partnership or limited liability company (“LLC”) the resignation, removal, withdrawal, death or incapacity of a general partner or managing member, or a limited partner or member owning 50% or more of the partnership rights or membership interests of the partnership or a LLC, or the admission of any additional general partner or managing member; (D) the death or incapacity of any owner of Marketer owning 50% or more of the Equity of Marketer, or (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer or control of Marketer however effected. A request to assign or transfer this Agreement to a prospective buyer will also be considered a Change in Control.

(iii) Notice Required. In the event Marketer desires to enter into a transaction or series of transactions that would constitute a Triggering Event under Section 19(b)(i) above, Marketer must first deliver to Cenex a notice (the “Triggering Event Notice”), in writing, setting forth: (A) all terms of such Triggering Event, including, all agreements and documents (including exhibits and schedules) constituting, evidencing and/or effectuating such proposed Triggering Event, (B) an itemized listing of all Affected Assets, and the values of each such asset, and (C) such other information as may be requested by Cenex to evaluate whether to exercise its Right to Purchase and, if the Triggering Event would include a request to assign or transfer this Agreement or would constitute an attempted assignment or transfer of this Agreement, to evaluate any Triggering Event counterparty’s qualifications to assume Marketer’s obligations hereunder. Delivery by Marketer of a Triggering Event Notice constitutes an offer by Marketer to sell all Affected Assets at the price, and upon the terms, set forth in this Section 19(b) (a “Right to Purchase”).

(iv) Cenex Review. Following receipt by Cenex of a Triggering Event Notice, together with all information required thereunder, Cenex shall have sixty (60) days within which to exercise its Right to Purchase, by delivering written notice thereof to Marketer (the “Exercise Period”). During the Exercise Period and any period thereafter until closing (collectively, the “Purchase Review Period”), Marketer shall provide Cenex with reasonable access to all Affected Assets and all information reasonably requested by Cenex with respect thereto. Cenex shall also be entitled to perform reasonable environmental testing during the Purchase Review Period and any period thereafter prior to closing.

(v) Closing. If Cenex exercises its Right to Purchase, as provided in subsection (iv) above, the closing shall occur no later than 60 days after Cenex elects to exercise its Right to Purchase, at a time and place agreeable to both Cenex and Marketer. Notwithstanding the foregoing, Cenex may, at any time prior to closing, rescind (without liability) its election to exercise its Right to Purchase if it discovers an environmental condition or environmental conditions that are not acceptable to Cenex.

(vi) Terms of Purchase. If Cenex exercises its Right to Purchase, as provided in subsection (iv) above, and has not rescinded such right as provided in subsection (v) above, Marketer shall convey to Cenex at the closing, good and marketable title to all Affected Assets (fee title for real estate being sold), pursuant to contractual forms acceptable to Cenex, which shall contain terms no less favorable to Cenex than as provided to any proposed third party in the agreements or documents provided to Cenex under the Triggering Event Notice. Notwithstanding the foregoing, the price to be paid for the Affected Assets under this subsection shall equal the then fair market value of the Affected Assets as may be mutually agreed upon by Cenex and Marketer. If, at any time prior to closing, Cenex and Marketer are not able to agree upon the fair market value for the Affected Assets, Cenex may elect to engage an appraiser to appraise the fair market value of such Branded Fuel Related Assets. If Cenex elects this process it shall provide the names of three MAI appraisers to Marketer and Marketer shall select one of the three appraisers to perform the appraisal. The appraisal shall be in writing and shall list the current fair market value for each of the Affected Assets hereunder. The fair market value will take into consideration, among other things, depreciation, shall exclude the value of goodwill and other intangibles if any, and shall not be based on business income. The resulting total value is the price Cenex would pay for such Branded Fuel Related Assets. Marketer and Cenex will each pay 50% of the appraisal costs and fees. Marketer will cooperate by providing any information, facts and data and access required by Cenex and/or the appraiser to evaluate the Affected Assets.

(vii) Rejection of Offer by Cenex. If Cenex elects to not exercise its Right to Purchase, or Cenex fails to respond to Marketer exercising its Right to Purchase within the period required under subsection (iii) above, Marketer may proceed to complete the Triggering Event on the same terms as provided in the Triggering Event Notice. In the event that Marketer desires to engage in a transaction on terms different than provided in the Triggering Event Notice, or if one hundred eighty (180) days have elapsed from the end of the Purchase Review Period described in subsection (iv) above and the Triggering Event(s) have not then been completed and closed, Marketer shall be required to again issue a Triggering Event Notice and comply with the provisions of this Section 19(b), as if Marketer desires to enter into a new Triggering Event.

(viii) Exception to Right to Purchase. Notwithstanding Paragraph 19(b)(i) above, and subject to the conditions below, Marketer is permitted to convey, sell, or transfer stock, membership interests, and/or partnership interests in Marketer (i)

to a spouse, child, son-in-law, daughter-in-law, parent, brother or sister ("Immediate Family Member") of a partner, a member, or a shareholder, if Marketer is a partnership or LLC or corporation, respectively, or (ii) to a fellow current partner, member or shareholder of Marketer ("Fellow Stakeholder"), without triggering a Right to Purchase. This exception is conditioned on the following: 1) the Immediate Family Member or Fellow Stakeholder must have reached the applicable age of majority in the State in which the individual resides and have at least one year of active management experience in Marketer's business, (2) no such transaction will operate as a means or device to transfer control or ownership of the Branded Fuel Related Assets unless Marketer provides Cenex with its Right to Purchase, and (3) no such transaction will operate as a means or device to effectuate a Change in Control of stock, membership interest or partnership interest or any other type of ownership interest to a third party who is not an Immediate Family Member or Fellow Stakeholder, unless Marketer provides Cenex with its Right to Purchase. Regardless of the exception allowed in this Section, Marketer will promptly provide Cenex with written notice as set forth in Section 19(b)(iii).

(ix) Right to Verify Ownership Interest. From time to time, Cenex may request and Marketer will provide a confirmation of all shareholder interests (legal and beneficial), partnership interests, membership interests, or other type of ownership interests of Marketer, whichever the case may be, on a form acceptable to and/or provided by Cenex. Such confirmation will include the names of all shareholders, partners, members, or owners, whichever the case may be.

(x) Status of Contract after Sale of Assets or after Change of Control. In the event of any sale, lease, assignment or transfer of Branded Fuel Related Assets, this Agreement will continue in full force and effect between Marketer and Cenex unless terminated by Cenex upon written notice, or unless assigned or transferred by Marketer with Cenex's written consent (and in such case upon such terms as set forth in the consent). Cenex's decision not to exercise its Right to Purchase will not prevent Cenex from withholding its consent to assign or transfer this Agreement or any rights hereunder to any third-party, including, without limitation, any Immediate Family Member or Fellow Stakeholder.

(xi) Assignment of Right to Purchase. Cenex may assign its Right to Purchase to one or more third-party purchasers of its choosing, and upon such assignment, Cenex shall be fully released from any acts or omissions of Cenex's assignee or successor assignee, including, but not limited to, such assignee's failure to fulfill any of its duties or obligations to purchase any assets of Marketer.

20. INDEPENDENT INVESTIGATION BY MARKETER. Marketer acknowledges that it has entered into this Agreement after making an independent investigation of Cenex, and the processes developed and maintained by Cenex in connection with the advertising, distribution, and sale of Branded Fuels at Cenex Branded Retail Sites. Marketer also acknowledges that the relationship that is contemplated by this Agreement involves substantial risks, that neither Cenex, or any other party, has guaranteed Marketer success under such relationship, and that Marketer's success under such relationship depends upon Marketer's management and operational abilities as an independent business entity, market factors, and other factors beyond Cenex' control. Marketer specifically acknowledges that Cenex' approval of any retail site to be identified as a Cenex Branded Retail Site shall not be construed to be any representation, warranty, or guarantee by Cenex of the success of such Cenex Branded Retail Site.

21. NO THIRD PARTY BENEFICIARY. Nothing contained in this Agreement shall ever be considered, or construed, as conferring any right or benefit on any person, or legal entity, other than Cenex and Marketer, and their respective permitted successors and assigns.

22. MODIFICATION AND WAIVER. Any of the terms and conditions of this Agreement may be waived in writing at any time by the party which is entitled to the benefit thereof; provided, however, that, unless the PMPA specifically provides to the contrary, the failure of a party to exercise any right, power or option given it hereunder, or to insist on strict compliance with all the terms and conditions herein, shall not constitute a waiver of any term, condition, or right under this Agreement, unless and until that party shall have confirmed any such action or inaction to be a waiver in writing; and further, provided, that, unless the PMPA specifically provides to the contrary, any such waiver shall not act as a waiver of any other term, condition, or right under this Agreement, or the same term, condition, or right on any other occasion not specifically waived in writing by such party. This Agreement may be modified, altered, or amended only by a writing signed by the party against whom the amendment is to be enforced. EXECUTION OF THIS AGREEMENT BY CENEX SHALL NOT CONSTITUTE AUTOMATIC APPROVAL OF THE IMAGE MAINTAINED AT ANY CENEX BRANDED RETAIL SITE, OR CONSTITUTE A WAIVER OF CENEX' REQUIREMENT THAT EVERY CENEX BRANDED RETAIL SITE MUST COMPLY WITH ALL OF THE BRAND PROTECTION PROVISIONS SET FORTH IN SECTION 2. OF THIS AGREEMENT.

23. NOTICES. Except for Allocation Notices, any notice, request, demand, or other communication provided for in this Agreement (the "Notice(s)") shall be in writing, and deposited in the United States mail, postage prepaid. If such Notice is sent by certified or registered mail, it shall be deemed to be properly served on the date deposited in the U.S. Post Office. If such Notice is sent by regular mail, then it shall be deemed to be properly served three (3) days after the date it is deposited in the U.S. Post Office. All such Notices shall be properly addressed to the other party at its respective address as set forth in the first paragraph of

this Agreement, and if to Cenex, all such Notices shall be directed to the attention of the Vice-President of Energy Marketing; provided that such address may be changed by any proper Notice delivered in accordance with provisions of this Section 23. Notwithstanding the foregoing, Cenex may also provide notice to Marketer by sending electronic mail (including, without limitation, by pdf or other attachments to such electronic mail) to one or more electronic addresses for Marketer on file with Cenex, which notice shall become effective twenty-four (24) hours after the email is first sent by Cenex to Marketer. The parties also agree that Cenex may, at any time during the term of this Agreement, provide Notice to Marketer (“Acceptable Notice Notification”) of one or more acceptable methods of electronic or other form of communication for Notice(s) hereunder and the period after which such methods of electronic or other form of communication for Notice(s) will be deemed properly served. Such form of Notice(s) may include, but is not limited to, posting of Notice(s) on a secure website operated by Cenex and accessible to Marketer. Unless the Acceptable Notice Notification is objected to by Marketer in writing within thirty (30) days after service thereof upon Marketer, the form and timing of such methods of electronic or other form of communication for Notice(s) identified in the Acceptable Notice Notification shall become effective and binding for all Notice(s) to Marketer and to Cenex under this Agreement. Any Notice by a party that is delivered by a method other than through the U.S. Postal Service or a method identified under an Acceptable Notice Notification shall be in writing, and shall be effective only upon the non-delivering party’s actual receipt of such Notice.

24. ENFORCEABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, such provision shall be ineffective only to the extent it is explicitly deemed invalid, illegal, or unenforceable, and all the remaining provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law. Upon a determination that a provision of this Agreement is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible.

25. HEADINGS. The headings of Sections in this Agreement are inserted for convenience only, and shall not be deemed to constitute a part of this Agreement, or to affect the interpretation of any provisions herein.

26. ENTIRE AGREEMENT. This Agreement, inclusive of Exhibits A – C, attached hereto and incorporated herein, contains the entire understanding between the parties hereto relating to the sale and purchase of any Branded Fuels during the term of this Agreement. As of the Effective Date of this Agreement, it shall supersede all prior negotiations, representations, warranties, undertakings, covenants, promises, and/or agreements, whether oral or written, between Cenex and Marketer with respect to the sale and purchase of Branded Fuels. There are not any representations, warranties, undertakings, covenants, promises, or agreements relating to the sale and purchase of Branded Fuels not set forth herein.

27. COUNTERPARTS, SIGNATURES. This Agreement, and any exhibits or schedules to be delivered hereunder, may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been executed by authorized representatives of each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

28. ELECTRONIC DOCUMENTS AND SIGNATURES. The exchange of copies of this Agreement or any exhibits or schedules to be delivered hereunder, or any other agreements entered into between Cenex and Marketer in connection herewith, and of signatures thereon: by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, by or through an electronic form authorized by Cenex and posted by Cenex on a secure website, or by any other electronic means authorized by Cenex in writing from time-to-time, shall constitute a writing and the effective execution and delivery thereof and may be used in lieu of the original Agreement, exhibit, schedule or other agreement, as applicable, for all purposes.

[Signature Pages Attached]

THIS BRANDED PETROLEUM MARKETER AGREEMENT SHALL NOT CONSTITUTE A BINDING CONTRACT BETWEEN THE PARTIES UNLESS AND UNTIL IT HAS BEEN EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES

IN WITNESS WHEREOF, the parties have caused this Branded Petroleum Marketer Agreement to be executed to be effective as of the date first above written.

[Insert Customer Name]

CHS Inc.

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

**BPMA Exhibit A to
 Branded Petroleum Marketer Agreement by and between
 CHS Inc. ("Cenex") and
 [Insert Marketer Name] ("Marketer")**

Marketer	_____		_____
City, State	_____	Cenex DM	_____
BPMA Effective Date	_____	Cenex DBS	_____
BPMA Exhibit A Effective Date	_____	Initial/Revised BPMA Exhibit A	_____
Account Number	_____		

Quantities

As set forth in Section 1 of such Branded Petroleum Marketer Agreement between Cenex and Marketer, and subject to the provisions of such Branded Petroleum Marketer Agreement, Marketer agrees to purchase from Cenex, and Cenex agrees to sell to Marketer, the Quantities of Branded Fuels set forth in the following table:

Months	Gasolines	Distillates	Premium Distillates	Total
January	0	0	0	0
February	0	0	0	0
March	0	0	0	0
April	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
August	0	0	0	0
September	0	0	0	0
October	0	0	0	0
November	0	0	0	0
December	0	0	0	0
Total (Including AFD)	0	0	0	0

The Fuel Allocation Schedule and BPMA Exhibits A-1 and/or Exhibit A-2, attached hereto and incorporated herein, set forth the list of Cenex Branded Retail Sites, the Terminals and the Quantities of Branded Fuels in the table immediately above.

Comments

In the event this is a revised BPMA Exhibit A to this Branded Petroleum Marketer Agreement, this BPMA Exhibit A shall be effective on the date written above, and effective as of such date, it cancels and replaces all previous BPMA Exhibit "A" to this Branded Petroleum Marketer Agreement.

[Insert Customer Name]

CHS Inc.

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

**BPMA Exhibit A-1 to
 Branded Petroleum Marketer Agreement by and between
 CHS Inc. ("Cenex") and
 [Insert Marketer Name] ("Marketer")**

Marketer _____
 City, State _____ Cenex DM _____
 BPMA Effective Date _____ Cenex DBS _____
 BPMA Exhibit A Effective Date _____ Initial/Revised BPMA Exhibit A _____
 Account Number _____

Brand Marketer Site	Marketer Retail Image	Address	City, State	Zip Code	Volumes		
					Gasolines	Distillates	Premium Distillates
				Total			

A-1 Total Monthly Product				
Months	Gasolines	Distillates	Premium Distillates	Total
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Total				

**BPMA Exhibit A-2 to
 Branded Petroleum Marketer Agreement by and between
 CHS Inc. ("Cenex") and
 [Insert Marketer Name] ("Marketer")**

Marketer _____
 City, State _____ Cenex DM _____
 BPMA Effective Date _____ Cenex DBS _____
 BPMA Exhibit A Effective Date _____ Initial/Revised BPMA Exhibit A _____
 Account Number _____

Brand	Marketer Site	Marketer Retail Image	Address	City, State	Zip Code	Volumes		
						Gasolines	Distillates	Premium Distillates
Total								

A-2 Total Monthly Product				
Months	Gasolines	Distillates	Premium Distillates	Total
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Total				

EXHIBIT B TO CENEX BRANDED PETROLEUM AGREEMENTS
REVISED SUMMARY OF TITLE 1 OF THE PETROLEUM MARKETING PRACTICES ACT
(ORIGINALLY ENACTED ON JUNE 19, 1978; AMENDMENTS ENACTED ON OCTOBER 19, 1994)
PUBLISHED BY DEPARTMENT OF ENERGY IN FEDERAL REGISTER ON JUNE 25, 1996

SUMMARY OF LEGAL RIGHTS OF MOTOR FUEL FRANCHISEES

This is a summary of the franchise protection provisions of the Federal Petroleum Marketing Practices Act, as amended in 1994 (the Act), 15 U.S.C. Secs. 2801-2806. This summary must be given to you, as a person holding a franchise for the sale, consignment or distribution of gasoline or diesel motor fuel, in connection with any termination or nonrenewal of your franchise by your franchising company (referred to in this summary as your supplier).

You should read this summary carefully, and refer to the Act if necessary, to determine whether a proposed termination or nonrenewal of your franchise is lawful, and what legal remedies are available to you if you think the proposed termination or failure to renew is not lawful. In addition, if you think your supplier has failed to comply with the Act, you may wish to consult an attorney in order to enforce your legal rights.

The franchise protection provisions of the Act apply to a variety of franchise agreements. The term "franchise" is broadly defined as a license to use a motor fuel trademark which is owned or controlled by a refiner, and it includes secondary arrangements such as leases of real property and motor fuel supply agreements which have existed continuously since May 15, 1973, regardless of a subsequent withdrawal of a trademark. Thus, if you have lost the use of a trademark previously granted by your supplier but have continued to receive motor fuel supplies through a continuation of a supply agreement with your supplier, you are protected under the Act.

Any issue arising under your franchise which is not governed by this Act will be governed by the law of the State in which the principal place of business of your franchise is located.

Although a State may specify the terms and conditions under which your franchise may be transferred upon the death of the franchisee, it may not require a payment to you (the franchisee) for the goodwill of a franchise upon termination or nonrenewal.

The Act is intended to protect you, whether you are a distributor or a retailer, from arbitrary or discriminatory termination or nonrenewal of your franchise agreement. To accomplish this, the Act first lists the reasons for which termination or nonrenewal is permitted. Any notice of termination or nonrenewal must state the precise reason, as listed in the Act, for which the particular termination or nonrenewal is being made. These reasons are described below under the headings "Reasons for Termination" and "Reasons for Nonrenewal."

The Act also requires your supplier to give you a written notice of termination or intention not to renew the franchise within certain time periods. These requirements are summarized below under the heading "Notice Requirements for Termination or Nonrenewal."

The Act also provides certain special requirements with regard to trial and interim franchise agreements, which are described below under the heading "Trial and Interim Franchises."

The Act gives you certain legal rights if your supplier terminates or does not renew your franchise in a way that is not permitted by the Act. These legal rights are described below under the heading "Your Legal Rights."

The Act contains provisions pertaining to waiver of franchisee rights and applicable State law. These provisions are described under the heading "Waiver of Rights and Applicable State Law."

This summary is intended as a simple and concise description of the general nature of your rights under the Act. For a more detailed description of these rights, you should read the text of the Petroleum Marketing Practices Act, as amended in 1994 (15 U.S.C. Secs. 2801-2806). This summary does not purport to interpret the Act, as amended, or to create new legal rights.

I. Reasons for Termination

If your franchise was entered into on or after June 19, 1978, the Act bars termination of your franchise for any reasons other than those reasons discussed below. If your franchise was entered into before June 19, 1978, there is no statutory restriction on the reasons for which it may be terminated. If a franchise entered into before June 19, 1978, is terminated, however, the Act requires the supplier to reinstate the franchise relationship unless one of the reasons listed under this heading or one of the additional reasons for nonrenewal described below under the heading "Reasons for Nonrenewal" exists.

A. Non-Compliance with Franchise Agreement

Your supplier may terminate your franchise if you do not comply with a reasonable and important requirement of the franchise relationship. However, termination may not be based on a failure to comply with a provision of the franchise that is illegal or unenforceable under applicable Federal, State or local law. In order to terminate for non-compliance with the franchise agreement, your supplier must have learned of this non-compliance recently. The Act limits the time period within which your supplier must have learned of your non-compliance to various periods, the longest of which is 120 days, before you receive notification of the termination.

B. Lack of Good Faith Efforts

Your supplier may terminate your franchise if you have not made good faith efforts to carry out the requirements of the franchise, provided you are first notified in writing that you are not meeting a requirement of the franchise and you are given an opportunity to make a good faith effort to carry out the requirement. This reason can be used by your supplier only if you fail to make good faith efforts to carry out the requirements of the franchise within the period which began not more than 180 days before you receive the notice of termination.

C. Mutual Agreement To Terminate the Franchise

A franchise can be terminated by an agreement in writing between you and your supplier if the agreement is entered into not more than 180 days before the effective date of the termination and you receive a copy of that agreement, together with this summary statement of your rights under the Act. You may cancel the agreement to terminate within 7 days after you receive a copy of the agreement, by mailing (by certified mail) a written statement to this effect to your supplier.

D. Withdrawal From the Market Area

Under certain conditions, the Act permits your supplier to terminate your franchise if your supplier is withdrawing from marketing activities in the entire geographic area in which you operate. You should read the Act for a more detailed description of the conditions under which market withdrawal terminations are permitted. See 15 U.S.C. Sec. 2802(b)(E).

E. Other Events Permitting a Termination

If your supplier learns within the time period specified in the Act (which in no case is more than 120 days prior to the termination notice) that one of the following events has occurred, your supplier may terminate your franchise agreement:

- (1) Fraud or criminal misconduct by you that relates to the operation of your marketing premises.
- (2) You declare bankruptcy or a court determines that you are insolvent.
- (3) You have a severe physical or mental disability lasting at least 3 months which makes you unable to provide for the continued proper operation of the marketing premises.
- (4) Expiration of your supplier's underlying lease to the leased marketing premises, if: (a) your supplier gave you written notice before the beginning of the term of the franchise of the duration of the underlying lease and that the underlying lease might expire and not be renewed during the term of the franchise; (b) your franchisor offered to assign to you, during the 90-day period after notification of termination or nonrenewal was given, any option which the franchisor held to extend the underlying lease or to purchase the marketing premises (such an assignment may be conditioned on the franchisor receiving from both the landowner and the franchisee an unconditional release from liability for specified events occurring after the assignment); and (c) in a situation in which the franchisee acquires possession of the leased marketing premises effective immediately after the loss of the right of the franchisor to grant possession, the franchisor, upon the written request of the franchisee, made a bona fide offer to sell or assign to the franchisee the franchisor's interest in any improvements or equipment located on the premises, or offered the franchisee a right of first refusal of any offer from another person to purchase the franchisor's interest in the improvements and equipment.
- (5) Condemnation or other taking by the government, in whole or in part, of the marketing premises pursuant to the power of eminent domain. If the termination is based on a condemnation or other taking, your supplier must give you a fair share of any compensation which he receives for any loss of business opportunity or good will.
- (6) Loss of your supplier's right to grant the use of the trademark that is the subject of the franchise, unless the loss was because of bad faith actions by your supplier relating to trademark abuse, violation of Federal or State law, or other fault or negligence.
- (7) Destruction (other than by your supplier) of all or a substantial part of your marketing premises. If the termination is based on the destruction of the marketing premises and if the premises are rebuilt or replaced by your supplier and operated under a franchise, your supplier must give you a right of first refusal to this new franchise.
- (8) Your failure to make payments to your supplier of any sums to which your supplier is legally entitled.
- (9) Your failure to operate the marketing premises for 7 consecutive days, or any shorter period of time which, taking into account facts and circumstances, amounts to an unreasonable period of time not to operate.
- (10) Your intentional adulteration, mislabeling or misbranding of motor fuels or other trademark violations.
- (11) Your failure to comply with Federal, State, or local laws or regulations of which you have knowledge and that relate to the operation of the marketing premises.
- (12) Your conviction of any felony involving moral turpitude.
- (13) Any event that affects the franchise relationship and as a result of which termination is reasonable.

II. Reasons for Nonrenewal

If your supplier gives notice that he does not intend to renew any franchise agreement, the Act requires that the reason for nonrenewal must be either one of the reasons for termination listed immediately above, or one of the reasons for nonrenewal listed below.

A. Failure To Agree on Changes or Additions To Franchise

If you and your supplier fail to agree to changes in the franchise that your supplier in good faith has determined are required, and your supplier's insistence on the changes is not for the purpose of converting the leased premises to a company operation or

otherwise preventing the renewal of the franchise relationship, your supplier may decline to renew the franchise.

B. Customer Complaints

If your supplier has received numerous customer complaints relating to the condition of your marketing premises or to the conduct of any of your employees, and you have failed to take prompt corrective action after having been notified of these complaints, your supplier may decline to renew the franchise.

C. Unsafe or Unhealthful Operations

If you have failed repeatedly to operate your marketing premises in a clean, safe and healthful manner after repeated notices from your supplier, your supplier may decline to renew the franchise.

D. Operation of Franchise is Uneconomical

Under certain conditions specified in the Act, your supplier may decline to renew your franchise if he has determined that renewal of the franchise is likely to be uneconomical. Your supplier may also decline to renew your franchise if he has decided to convert your marketing premises to a use other than for the sale of motor fuel, to sell the premises, or to materially alter, add to, or replace the premises.

III. Notice Requirements for Termination or Nonrenewal

The following is a description of the requirements for the notice which your supplier must give you before he may terminate your franchise or decline to renew your franchise relationship. These notice requirements apply to all franchise terminations, including franchises entered into before June 19, 1978 and trial and interim franchises, as well as to all nonrenewals of franchise relationships.

A. How Much Notice Is Required

In most cases, your supplier must give you notice of termination or non-renewal at least 90 days before the termination or nonrenewal takes effect.

In circumstances where it would not be reasonable for your supplier to give you 90 days' notice, he must give you notice as soon as he can do so. In addition, if the franchise involves leased marketing premises, your supplier may not establish a new franchise relationship involving the same premises until 30 days after notice was given to you or the date the termination or nonrenewal takes effect, whichever is later. If the franchise agreement permits, your supplier may repossess the premises and, in reasonable circumstances, operate them through his employees or agents.

If the termination or nonrenewal is based upon a determination to withdraw from the marketing of motor fuel in the area, your supplier must give you notice at least 180 days before the termination or nonrenewal takes effect.

B. Manner and Contents of Notice

To be valid, the notice must be in writing and must be sent by certified mail or personally delivered to you. It must contain:

- (1) A statement of your supplier's intention to terminate the franchise or not to renew the franchise relationship, together with his reasons for this action;
- (2) The date the termination or non-renewal takes effect; and
- (3) A copy of this summary.

IV. Trial Franchises and Interim Franchises

The following is a description of the special requirements that apply to trial and interim franchises.

A. Trial Franchises

A trial franchise is a franchise, entered into on or after June 19, 1978, in which the franchisee has not previously been a party to a franchise with the franchisor and which has an initial term of 1 year or less. A trial franchise must be in writing and must make certain disclosures, including that it is a trial franchise, and that the franchisor has the right not to renew the franchise relationship at the end of the initial term by giving the franchisee proper notice.

The unexpired portion of a transferred franchise (other than as a trial franchise, as described above) does not qualify as a trial franchise.

In exercising his right not to renew a trial franchise at the end of its initial term, your supplier must comply with the notice requirements described above under the heading "Notice Requirements for Termination or Nonrenewal."

B. Interim Franchises

An interim franchise is a franchise, entered into on or after June 19, 1978, the duration of which, when combined with the terms of all prior interim franchises between the franchisor and the franchisee, does not exceed three years, and which begins immediately after the expiration of a prior franchise involving the same marketing premises which was not renewed, based on a lawful determination by the franchisor to withdraw from marketing activities in the geographic area in which the franchisee operates.

An interim franchise must be in writing and must make certain disclosures, including that it is an interim franchise and that the franchisor has the right not to renew the franchise at the end of the term based upon a lawful determination to withdraw from marketing activities in the geographic area in which the franchisee operates.

In exercising his right not to renew a franchise relationship under an interim franchise at the end of its term, your supplier must comply with the notice requirements described above under the heading "Notice Requirements for Termination or Nonrenewal."

V. Your Legal Rights

Under the enforcement provisions of the Act, you have the right to sue your supplier if he fails to comply with the requirements of the Act. The courts are authorized to grant whatever equitable relief is necessary to remedy the effects of your supplier's failure to comply with the requirements of the Act, including declaratory judgment, mandatory or prohibitive injunctive relief, and interim equitable relief. Actual damages, exemplary (punitive) damages under certain circumstances, and reasonable attorney and expert witness fees are also authorized. For a more detailed description of these legal remedies you should read the text of the Act. 15 U.S.C. Secs. 2801-2806.

VI. Waiver of Rights and Applicable State Law

Your supplier may not require, as a condition of entering into or renewing the franchise relationship, that you relinquish or waive any right that you have under this or any other Federal law or applicable State law. In addition, no provision in a franchise agreement would be valid or enforceable if the provision specifies that the franchise would be governed by the law of any State other than the one in which the principal place of business for the franchise is located.

FURTHER DISCUSSION OF TITLE I—DEFINITIONS AND LEGAL REMEDIES

I. Definitions

Section 101 of the Petroleum Marketing Practices Act sets forth definitions of the key terms used throughout the franchise protection provisions of the Act. The definitions from the Act which are listed below are of those terms which are most essential for purposes of the summary statement. (You should consult section 101 of the Act for additional definitions not included here.)

A. Franchise

A "franchise" is any contract between a refiner and a distributor, between a refiner and a retailer, between a distributor and another distributor, or between a distributor and a retailer, under which a refiner or distributor (as the case may be) authorizes or permits a retailer or distributor to use, in connection with the sale, consignment, or distribution of motor fuel, a trademark which is owned or controlled by such refiner or by a refiner which supplies motor fuel to the distributor which authorizes or permits such use.

The term "franchise" includes any contract under which a retailer or distributor (as the case may be) is authorized or permitted to occupy leased marketing premises, which premises are to be employed in connection with the sale, consignment, or distribution of motor fuel under a trademark which is owned or controlled by such refiner or by a refiner which supplies motor fuel to the distributor which authorizes or permits such occupancy. The term also includes any contract pertaining to the supply of motor fuel which is to be sold, consigned or distributed under a trademark owned or controlled by a refiner, or under a contract which has existed continuously since May 15, 1973, and pursuant to which, on May 15, 1973, motor fuel was sold, consigned or distributed under a trademark owned or controlled on such date by a refiner. The unexpired portion of a transferred franchise is also included in the definition of the term.

B. Franchise Relationship

The term "franchise relationship" refers to the respective motor fuel marketing or distribution obligations and responsibilities of a franchisor and a franchisee which result from the marketing of motor fuel under a franchise.

C. Franchisee

A "franchisee" is a retailer or distributor who is authorized or permitted, under a franchise, to use a trademark in connection with the sale, consignment, or distribution of motor fuel.

D. Franchisor

A "franchisor" is a refiner or distributor who authorizes or permits, under a franchise, a retailer or distributor to use a trademark

in connection with the sale, consignment, or distribution of motor fuel.

E. Marketing Premises

“Marketing premises” are the premises which, under a franchise, are to be employed by the franchisee in connection with the sale, consignment, or distribution of motor fuel.

F. Leased Marketing Premises

“Leased marketing premises” are marketing premises owned, leased or in any way controlled by a franchisor and which the franchisee is authorized or permitted, under the franchise, to employ in connection with the sale, consignment, or distribution of motor fuel.

G. Fail to Renew and Nonrenewal

The terms “fail to renew” and “nonrenewal” refer to a failure to reinstate, continue, or extend a franchise relationship (1) at the conclusion of the term, or on the expiration date, stated in the relevant franchise, (2) at any time, in the case of the relevant franchise which does not state a term of duration or an expiration date, or (3) following a termination (on or after June 19, 1978) of the relevant franchise which was entered into prior to June 19, 1978 and has not been renewed after such date.

II. Legal Remedies Available to Franchisee

The following is a more detailed description of the remedies available to the franchisee if a franchise is terminated or not renewed in a way that fails to comply with the Act.

A. Franchisee's Right to Sue

A franchisee may bring a civil action in United States District Court against a franchisor who does not comply with the requirements of the Act. The action must be brought within one year after the date of termination or nonrenewal or the date the franchisor fails to comply with the requirements of the law, whichever is later.

B. Equitable Relief

Courts are authorized to grant whatever equitable relief is necessary to remedy the effects of a violation of the law's requirements. Courts are directed to grant a preliminary injunction if the franchisee shows that there are sufficiently serious questions, going to the merits of the case, to make them a fair ground for litigation, and if, on balance, the hardship which the franchisee would suffer if the preliminary injunction is not granted will be greater than the hardship which the franchisor would suffer if such relief is granted.

Courts are not required to order continuation or renewal of the franchise relationship if the action was brought after the expiration of the period during which the franchisee was on notice concerning the franchisor's intention to terminate or not renew the franchise agreement.

C. Burden of Proof

In an action under the Act, the franchisee has the burden of proving that the franchise was terminated or not renewed. The franchisor has the burden of proving, as an affirmative defense, that the termination or nonrenewal was permitted under the Act and, if applicable, that the franchisor complied with certain other requirements relating to terminations and nonrenewals based on condemnation or destruction of the marketing premises.

D. Damages

A franchisee who prevails in an action under the Act is entitled to actual damages and reasonable attorney and expert witness fees. If the action was based upon conduct of the franchisor which was in willful disregard of the Act's requirements or the franchisee's rights under the Act, exemplary (punitive) damages may be awarded where appropriate. The court, and not the jury, will decide whether to award exemplary damages and, if so, in what amount.

On the other hand, if the court finds that the franchisee's action is frivolous, it may order the franchisee to pay reasonable attorney and expert witness fees.

E. Franchisor's Defense to Permanent Injunctive Relief

Courts may not order a continuation or renewal of a franchise relationship if the franchisor shows that the basis of the

non-renewal of the franchise relationship was a determination made in good faith and in the normal course of business:

- (1) To convert the leased marketing premises to a use other than the sale or distribution of motor fuel;
- (2) To materially alter, add to, or replace such premises;
- (3) To sell such premises;
- (4) To withdraw from marketing activities in the geographic area in which such premises are located; or
- (5) That the renewal of the franchise relationship is likely to be uneconomical to the franchisor despite any reasonable changes

or additions to the franchise provisions which may be acceptable to the franchisee.

In making this defense, the franchisor also must show that he has complied with the notice provisions of the Act.

This defense to permanent injunctive relief, however, does not affect the franchisee's right to recover actual damages and reasonable attorney and expert witness fees if the nonrenewal is otherwise prohibited under the Act.

EXHIBIT C TO BRANDED PETROLEUM MARKETER AGREEMENT

ACCEPTANCE/PROCESSING OF CREDIT/DEBIT CARDS

THIS EXHIBIT C TO BRANDED PETROLEUM MARKETER AGREEMENT (the "Exhibit C") is effective as of the date set forth as the Effective Date in the Branded Petroleum Marketer Agreement between Cenex and the party defined as the Marketer in such Branded Petroleum Marketer Agreement, which Branded Petroleum Marketer Agreement between Cenex and such Marketer shall be referred to herein as the "BPMA".

RECITALS

WHEREAS, Cenex has developed proprietary payment transaction systems designed for the acceptance and processing of proprietary credit cards and accounts, which enable the holders of such proprietary credit cards and accounts to purchase refined motor fuels, groceries, general merchandise, convenience items, service items, and/or food (collectively, the "Products") (the "Proprietary Payment Transactions"); and

WHEREAS, Cenex has entered into various agreements with other providers of payment transaction systems designed for the acceptance and processing of credit cards, debit cards and/or electronic payments, which enable the holders of such accounts to purchase Products (the "Provider(s)") (the "Non-Proprietary Payment Transaction(s)"); and

WHEREAS, the Providers of such Non-Proprietary Payment Transactions, along with Cenex as the provider of Proprietary Payment Transactions, shall be referred to herein individually as an "Issuer", and collectively as the "Issuers"; and

WHEREAS, all such Proprietary Payment Transactions and Non-Proprietary Payment Transactions shall be referred to herein as the "Cards"; and

WHEREAS, Cenex has entered into agreements with parties that are in the business of processing electronic data representing transactions conducted through the use of such Cards; and

WHEREAS, pursuant to provisions of Branded Petroleum Marketer Agreements between Cenex and parties who purchase Cenex branded refined motor fuels from Cenex for resale through retail sites identified by certain Cenex trademarks, service marks, logos, trade names, commercial symbols, trade dress, and any combination thereof (the "Mark(s)") (the "Cenex Branded Retail Site(s)") (the "Cenex Branded Marketers"), all such Cenex Branded Retail Sites shall accept all Cards, pursuant to the terms and conditions set forth in this Exhibit C; and

WHEREAS, each such Cenex Branded Marketer shall be individually referred to in this Exhibit C as Marketer, and all such Cenex Branded Marketers shall be collectively referred to in this Exhibit C as Marketers; and

WHEREAS, all Marketers must submit data representing all the transactions accomplished with Proprietary Payment Transactions at Cenex Branded Retail Sites to Cenex for processing in accordance with the terms and conditions of this Exhibit C; and

WHEREAS, each Marketer shall have the right, at its option, to submit data representing transactions accomplished with Non-Proprietary Payment Transactions at Cenex Branded Retail Sites to Cenex for processing, in accordance with the terms and conditions of this Exhibit C.

TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Exhibit C: the terms set forth in this Section shall be defined as having the following meanings:

(a) "Authorized Terminal" means the equipment expressly authorized by Cenex for Marketer to use to accept Cards for "Card Sales" (as defined herein), and to process transactions represented by such Card Sales with Cenex in accordance with the terms and conditions of this Exhibit C. To be considered an Authorized Terminal, the equipment must be maintained in compliance with Cenex's requirements at all times.

(b) "Card Activated Terminal", or "CAT", is an Authorized Terminal that accepts Cards for "Card Sales" (as defined herein) representing authorized transactions for purchases of motor fuels without intervention by Marketer.

(c) "Card Sale" is a purchase of Products from Marketer by a "Cardholder" (as defined herein) with the use of a valid Card, pursuant to, and in accordance with, all the requirements of the Issuer of such Card, where each such transaction is evidenced in the form of a "Sales Receipt" (as defined herein).

(d) "Cardholder" means the person or entity authorized to use a particular Card by the Issuer of such Card.

(e) "Chargeback" is a monetary charge from Cenex to Marketer equal to (i) the amount of any "Sales Receipt" (as defined herein) for a transaction that was processed by Cenex, which transaction was not accomplished in strict compliance with the terms and conditions of this Exhibit C, plus (ii) the amount of the applicable "Finance Charge" (as defined herein).

(f) "Credit" is an authorized transaction made by a Marketer for the purpose of providing a partial or complete refund to a Cardholder in respect to a specific Card Sale, which transaction is evidenced in the form of a "Credit Receipt" (as defined herein).

(g) "Credit Receipt" is the documentation in electronic form evidencing a Credit transaction.

(h) "Data Capture Network" is the system utilized by Cenex for the processing of transactions that are associated with Card Sales and Credits.

(i) "Finance Charge" shall be the lesser of (i) one and one-half percent (1 1/2 %) per month, or (ii) the maximum amount that is allowed to be charged on overdue amounts by applicable law.

(j) "Merchant Statement" is a statement provided by Cenex to Marketer on a monthly basis setting forth a detailed summary of transactions processed by Cenex for Marketer during the previous month.

(k) "Network Access Fee" is the monthly fee charged by Cenex to Marketer to allow Marketer access to the Data Capture Network for the processing of transactions associated with Card Sales and Credits accomplished via Proprietary Payment Transactions.

(l) "Processing Fee" is the fee charged by Cenex to Marketer as consideration for Cenex' processing of Card Sales and Credits accomplished via Cards accepted by Marketer.

(m) "Products" shall be further defined, for purposes of this Exhibit C to exclude lottery tickets and to exclude any over-the-road vehicles.

(n) "Sales Receipt" is the documentation in electronic form evidencing a Card Sale transaction.

2. TERM; TERMINATION; SURVIVAL UPON TERMINATION.

(a) **Term and Termination.** The terms and conditions set forth in this Exhibit C shall be in full force and effect commencing on the Effective Date set forth in the BPMA, and shall remain in full force and effect as to each Cenex Branded Retail Site set forth in Exhibit A to such BPMA, until terminated automatically, without notice: (i) as to all such Cenex Branded Retail Sites as a result of a termination of the BPMA, or (ii) as to one or more of such Cenex Branded Retail Sites as a result of a Limitation of Marks Election with respect to such Cenex Branded Retail Sites.. Marketer acknowledges and agrees that a breach by Marketer of any obligation under this Exhibit C may constitute a Marketer Breach under the BPMA, following which Cenex may, at its sole and absolute discretion, exercise any of the following remedies, in addition to such other remedies available under the BPMA or applicable law: termination of Cenex' services to Marketer under this Exhibit C with respect to one or more Cards at one or more Cenex Branded Retail Sites, a Limitation of Marks Election by Cenex with respect to one or more Cenex Branded Retail Sites, or termination of the BPMA.

(b) **Survival.** All representations, warranties, undertakings, covenants, promises, and agreements of both Cenex and Marketer that, expressly or by their nature, survive termination of this Exhibit C, in whole or in part, including, but not limited to, Marketer's monetary obligations set forth herein, shall continue in full force and effect subsequent to and notwithstanding termination of this Exhibit C until they are satisfied, or by their nature expire.

3. ACCEPTANCE OF CARDS. Marketer agrees that all the Cenex Branded Retail Sites set forth in Exhibit A to the BPMA shall accept all Cards required by Cenex, in accordance with provisions of such BPMA, including, but not limited to, terms and conditions of this Exhibit C. Marketer specifically agrees that Cenex shall have the right, from time to time, during the term of the BPMA, to impose reasonable requirements as to acceptance of Cards by Marketer, provided that Cenex notifies Marketer of any such reasonable requirements a reasonable period of time in advance of the applicability of such reasonable requirements (the "Reasonable Requirements"), which Reasonable Requirements are incorporated herein by this reference. Marketer agrees the requirements set forth in provisions of this Section 3. are reasonable, and Marketer further agrees that all such provisions, and all Reasonable Requirements imposed by Cenex, shall apply to all Cards accepted by Marketer:

(a) **Application Information.** Marketer shall provide all reasonable information requested by Cenex by completing an application provided by Cenex to Marketer for each Cenex Branded Retail Site.

(b) **Equipment.** Marketer shall obtain all the equipment Cenex reasonably believes is necessary for Marketer to electronically accept Cards, including, but not limited to, Authorized Terminals, and maintain and update such equipment and related software in

compliance with reasonable requirements identified by Cenex from time-to-time.

(c) **Issuer Policies/Procedures/Guidelines**. Marketer shall comply with all policies, procedures, and guidelines established by the Issuers of Cards, and provided to Marketer by an Issuer of a Card and/or by Cenex, and/or included in the Payment Card Industry Data Security Standards.

(d) **Verification of Cardholder**. Marketer shall take all reasonable steps to ascertain that the person presenting a Card to Marketer as payment for purchases of Products from Marketer is the Cardholder authorized to use such Card, which steps shall include comparing the signature on the Card to the signature that is written by the Cardholder for transactions represented by Card Sales requiring a signature by the Cardholder.

(e) **No Discrimination as to Acceptance of Valid Card(s)**. Under no circumstances shall Marketer discriminate, in any way, against any Cardholder when any such Cardholder presents a valid Card as payment for purchases of Products from Marketer.

(f) **Expired Card**. Under no circumstances shall Marketer accept a Card where Marketer knows, or should reasonably have known, that the expiration date recorded on such Card is prior to the date when such Card is presented to Marketer, without prior written consent from Cenex.

(g) **Unsigned Card**. Except as specifically set forth in the provisions of this subsection (g), under no circumstances shall Marketer accept a Card where Marketer knows, or should reasonably have known, that the card does not contain the signature of the Cardholder, without prior written consent from Cenex. If Marketer is presented with a Card that does not contain the signature of the Cardholder, but rather, contains written instructions to check the identification of the person presenting such Card to Marketer, then Marketer shall request the person presenting such Card to Marketer to provide a form of identification with a picture, and Marketer shall compare the picture on such form of identification to the person presenting such Card to Marketer for the purpose of ascertaining that the person presenting such Card to Marketer is the Cardholder authorized to use such Card.

(h) **Lottery Tickets**. Under no circumstances shall Marketer accept a Card for the sale of any lottery tickets, without prior written consent from Cenex.

(i) **Over-the-Road Vehicles**. Under no circumstances shall Marketer accept a Card for the sale of any over-the-road vehicles, without prior written consent from Cenex.

(j) **No Dollar Limits**. Under no circumstances shall Marketer establish any minimum or maximum dollar amount limits for purchases of Products by Cardholders, without prior written consent from Cenex.

(k) **No Surcharges**. Under no circumstances shall Marketer impose any additional charges on any Cardholder for purchases of Products paid for by a valid Card, without prior written consent from Cenex.

(l) **No Split Payment**. Under no circumstances shall Marketer allow a Cardholder to pay for any purchase of Products in a single transaction by using two or more Cards, or to pay for any purchase of Products in a single transaction partially by use of a Card and partially by cash, check, and/or money order, without prior written consent from Cenex (where the reference to "Products in a single transaction" shall include any tax required by any applicable law to be collected by Marketer for the sale of Products), unless otherwise required by applicable law.

(m) **No Payment on Open Account**. Under no circumstances shall Marketer accept a Card from any Cardholder for the purpose of such Cardholder paying any portion of a credit account balance owed by such Cardholder to Marketer, without prior written consent from Cenex.

(n) **Fraudulent Use**. Notwithstanding anything to the contrary herein, Marketer shall not accept any Card when Marketer reasonably believes that such Card may be stolen, or counterfeit, or that use of such Card is in any way fraudulent.

(o) **Confidentiality**. Marketer shall treat all information relating to any Card presented to Marketer, and/or any transaction pursuant to which a Cardholder purchases Products from Marketer, including, but not limited to, the name of the Cardholder, all Cardholder identification information, the account number on the Card the dollar amount of the transaction, and/or the Products purchased from Marketer, as confidential information ("Confidential Information"). Marketer shall take reasonable steps to avoid disclosure of any such Confidential Information to any party other than the appropriate Cardholder, and/or Cenex and its agents, and/or the Issuer of the Card and its agents (the "Allowed Parties"), except as specifically required by applicable law. Under no circumstances shall Marketer sell, provide, or exchange any Confidential Information to, or with, any party other than the Allowed Parties.

4. TAX EXEMPT MOTOR FUEL PURCHASES. Marketer acknowledges that certain Cardholders that conduct business as commercial fleets have acquired the right to purchase motor fuels with one or more Cards on a tax exempt basis. Marketer agrees that it shall accept such Card(s) from such Cardholders for such tax exempt Card Sales. Marketer represents to Cenex that it is, and shall remain, familiar with federal, state, and local laws that are associated with tax exempt sales of motor fuels, and agrees that, as

between Marketer and Cenex, Marketer shall be solely responsible to file all appropriate documentation with the appropriate taxing authorities to receive a refund for motor fuel taxes Marketer has paid with respect to such motor fuels sold by Marketer on a tax exempt basis. Cenex agrees that it shall use reasonable commercial efforts to respond, in a timely manner, to requests from Marketer for information in Cenex' possession that is necessary for Marketer to complete its filing of tax refund documents.

5. PRODUCT DISPUTE POLICY. Marketer shall establish and maintain fair policies and procedures for the return of Products that were purchased by a Cardholder from Marketer by use of a Card, and shall give a proper Credit to a Cardholder for the return of Products by issuing a Credit Receipt (not a cash refund) to such Cardholder.

6. PROCESSING OF CARD SALES VIA PROPRIETARY PAYMENT TRANSACTIONS BY CENEX. Marketer agrees that, during the entire term of this Exhibit C, all Card Sales and Credit transactions accomplished via a Proprietary Card accepted by Marketer must be processed with Cenex through the Data Capture Network utilized by Cenex, pursuant to, and in accordance with, the provisions of this Exhibit C. Marketer specifically agrees that Cenex shall have the right, from time to time, throughout the term of this Exhibit C, to impose reasonable requirements as to processing of Proprietary Payment Transactions by Cenex, provided that Cenex provides a reasonable notice to Marketer of such reasonable requirements. Marketer agrees that the requirements set forth in the provisions of this Section 6. are reasonable, and Marketer agrees that such provisions shall apply to all transactions accomplished via Proprietary Payment Transactions accepted by Marketer:

(a) **Card Sale Authorization.** Marketer shall obtain and record an authorization for each Card Sale pursuant to procedures as established by Cenex, from time to time. In the event that an authorization for a proposed payment for a purchase of Products via use of a Card is declined, Marketer shall not accept such Card in payment for such purchase and Marketer shall follow all reasonable instructions received from the authorizing center that has declined authorization, including, but not limited to, the use of reasonable peaceful efforts to retrieve the applicable Card.

(b) **Cardholder Signature.** As to such Card Sales and Credits, Marketer shall require the Cardholder to sign a Sales Receipt or a Credit Receipt (as appropriate), and Marketer shall ascertain that such signature on such Sales Receipt or Credit Receipt reasonably appears to be the same as the signature on the Card; provided, however, that the provisions of this subsection (b) shall not be applicable to Card Sales accomplished via a CAT.

(c) **Cardholder Copy.** As to such Card Sales and Credits, Marketer shall provide to the Cardholder a true and complete copy of the Sales Receipt or Credit Receipt (as appropriate) upon the completion of such Card Sale or Credit transaction.

(d) **Card Sale Transaction Data.** As to such Card Sales and Credits, Marketer shall electronically record data reasonably required by Cenex to process such transactions, including, but not limited to, the following data: all data required by federal and/or state billing disclosure laws, rules and regulations; the authorization number (for Card Sales); Card account number; Card expiration date; transaction date; Marketer location; description of all Products purchased; amount of tax applicable to purchase; and total amount of Card Sale or Credit. As to all Card Sales and Credits accomplished via a Proprietary Card generally referred to by Cenex as a "fleet card", in addition to all the data set forth in the immediately preceding sentence, Marketer shall record vehicle and driver identification numbers and the vehicle odometer reading. If, and only if, Card Sale and/or Credit transactions cannot be effected and recorded electronically because of a system failure, Marketer shall have the right to effect and record such Card Sale and/or Credit transactions manually; provided, however, that Marketer's right to effect and record such Card Sale and/or Credit transactions manually shall terminate immediately upon the correction of the system failure; and further provided that Marketer shall electronically record data associated with Card Sale and/or Credit transactions that were recorded manually not later than twenty four (24) hours after the correction of the system failure.

7. PROCESSING OF CARD SALES VIA A NON-PROPRIETARY CARD(S) BY CENEX. In the event that Marketer has decided, at its sole option that it desires to process some or all Card Sale and Credit transactions accomplished via a Non-Proprietary Card accepted by Marketer with Cenex, Marketer shall notify Cenex of such desire, pursuant to procedures established by Cenex from time to time. In such case, Marketer agrees that such Card Sale and Credit transactions accomplished via a Non-Proprietary Card accepted by Marketer shall be processed with Cenex through the Data Capture Network utilized by Cenex, pursuant to, and in accordance with, the provisions of this Exhibit C. Marketer specifically agrees that all of the provisions set forth in Section 6. herein (including, but not limited to, provisions pertaining to Cenex' right) from time to time, during the term of this Exhibit C, to impose reasonable requirements as to processing) shall apply to Card Sale and Credit transactions accomplished via such Non-Proprietary Card(s) as if such Card Sale and Credit transactions had been accomplished by a Proprietary Card accepted by Marketer. In addition, Marketer agrees that the requirements set forth in the provisions of this Section 7. are reasonable, and Marketer agrees that such provisions shall apply to all transactions accomplished via Non Proprietary Payment Transactions accepted by Marketer and processed by Cenex.

8. DISCONTINUATION OF PROCESSING. Notwithstanding anything to the contrary herein, Marketer specifically agrees that Cenex shall have the right, at its sole option, to decide to discontinue processing of Card Sale and Credit transactions accomplished

via any Non-Proprietary Card. Marketer agrees that Cenex' obligations as set forth herein as to processing of Card Sale and Credit transactions via such Non-Proprietary Card shall cease upon Marketer's receipt of notice from Cenex of Cenex' decision to discontinue processing of such transactions.

9. PROCESSING OF CARD SALES VIA A NON-PROPRIETARY CARD(S) BY THIRD PARTY. In the event that Marketer does not desire to process some or all Card Sale and Credit transactions accomplished via a Non-Proprietary Card accepted by Marketer with Cenex, but instead, prefers to process such transactions with one or more parties other than Cenex, Marketer shall have no obligation to process any such transactions with Cenex, and Cenex shall have no obligation to process any such transactions for Marketer. Marketer specifically agrees that Marketer's indemnification obligations as set forth in the BPMA are intended to apply to any claims made by any party, including, but not limited to Cardholders, and/or Providers, and/or any third party processors, without regard to amount, caused by or arising or resulting from, Marketer's decision to process such transactions with a party(ies) other than Cenex.

10. REPRESENTATIONS AND WARRANTIES BY MARKETER. As to each transaction accomplished via a Card that has been reported by Marketer to Cenex for processing by Cenex, Marketer represents and warrants to Cenex, recognizing that Cenex intends to rely on such representations and warranties, the following:

All Sales Receipts reported to Cenex shall represent bona fide transactions accomplished via the Card reported by Marketer to Cenex, in the actual amounts as reported, in full compliance with all the terms and conditions of this Exhibit C, and in full compliance with all federal, state, and/or local laws, rules, and/or regulations applicable to transactions contemplated by this Exhibit C. All Credit Receipts reported to Cenex shall represent bona fide transactions accomplished via the Card reported by Marketer to Cenex, in the actual amounts as reported, in full compliance with all the terms and conditions of this Exhibit C, and in full compliance with all federal, state, and/or local laws, rules, and/or regulations applicable to transactions contemplated by this Exhibit C.

Marketer retains no interest in or title to the indebtedness that is represented by any Sales Receipt reported to Cenex, and the indebtedness that is represented by any Sales Receipt reported to Cenex has not been pledged by Marketer as collateral for any payment obligation(s) of Marketer.

NETWORK ACCESS FEES. Marketer agrees to pay to Cenex applicable Network Access Fees that are set forth on Schedule A, attached hereto and incorporated herein, as such Network Access Fees are billed by Cenex to Marketer on the Merchant Statement. Marketer specifically agrees that Cenex shall have the right, at its option, to adjust Network Access Fees set forth on Schedule A, provided that Cenex has provided written notice to Marketer of such adjustment at least thirty (30) days prior to the effective date of such adjustment.

PROCESSING FEE - PROPRIETARY PAYMENT TRANSACTIONS. As to Card Sale and Credit transactions accomplished via Proprietary Payment Transactions accepted by Marketer, Marketer agrees to pay to Cenex the applicable Processing Fee set forth on Schedule B, attached hereto and incorporated herein on the entire amount of the Card Sale or Credit transaction accomplished via such Proprietary Payment Transactions. Marketer specifically agrees that Cenex shall have the right to adjust the Processing Fees on Schedule B for transactions accomplished via Proprietary Payment Transactions, provided that Cenex has provided written notice of such adjustment to Marketer at least thirty (30) days prior to the effective date of such adjustment.

PROCESSING FEES - NON-PROPRIETARY PAYMENT TRANSACTIONS. In the event that Marketer has notified Cenex of its desire that Cenex process Card Sale and Credit transactions accomplished via a Non-Proprietary Card accepted by Marketer, in accordance with the provisions of Section 7. herein, Marketer agrees to pay to Cenex the applicable Processing Fee set forth on Schedule B on the entire amount of the Card Sale or Credit transaction accomplished via such Non-Proprietary Card(s). Marketer specifically agrees that Cenex shall have the right to adjust the Processing Fees on Schedule B for transactions accomplished via a Non-Proprietary Card(s), provided that Cenex has provided written notice of such adjustment to Marketer at least thirty (30) days prior to the effective date of such adjustment.

MARKETER'S LIABILITY TO CENEX FOR CHARGEBACKS. Notwithstanding anything to the contrary in this Exhibit C, Marketer specifically agrees that it shall be liable to Cenex for the amount of all Chargebacks from Cenex to Marketer, even if such Chargeback is presented by Cenex to Marketer after termination of this Exhibit C.

REJECTION OF CARD SALES OR CREDITS BY CENEX. Cenex shall have the right to reject any Card Sale or Credit reported by Marketer to Cenex for processing if such Card Sale or Credit has not been reported by Marketer to Cenex within two (2) business days after the date of the transaction represented by such Card Sale or Credit, and/or if a Card Sale or Credit has not been reported electronically by Marketer to Cenex in compliance with all of the terms and conditions of this Exhibit C ("Late Submission"). Further, Marketer agrees to pay to Cenex a fee with respect to Downgraded Transactions (defined in Schedule B), including, without limitation, Late Submissions, as set forth on Schedule B. Marketer specifically agrees that Cenex shall have the right to adjust the Late Submission Fee on Schedule B for transactions accomplished by a Card(s), provided that Cenex has provided written notice of such adjustment to Marketer at least thirty (30) days prior to the effective date of such adjustment.

PAYMENT BY CENEX TO MARKETER FOR PROCESSED TRANSACTIONS. As to transactions accomplished via a Card, which transaction has been reported electronically by Marketer to Cenex in compliance with all of the terms and conditions of

this Exhibit C, and which transaction has been processed by Cenex, Cenex will pay to Marketer the amount of the Card Sale associated with such transaction not later than ten (10) days after Cenex' receipt of such transaction, by transfer of funds via the Federal Reserve Automated Clearing House ("ACH") to a financial institution designated by Marketer; provided, however, that Cenex shall have the right to reduce each such payment by any amount Marketer owes to Cenex, including, but not limited to, Credits, Chargebacks, Network Access Fees, and Processing Fees.

CENEX' RIGHT TO AUDIT. Marketer shall keep complete accurate records of all of the original Sales Receipts and Credit Receipts associated with transactions reported by Marketer to Cenex for processing, for at least twenty-four (24) months following the date of the applicable transaction. Upon any request by Cenex for copies of any such Sales Receipts and Credit Receipts, Marketer shall provide all documents requested by Cenex within seven (7) business days from Cenex' request to Marketer. Marketer also grants to Cenex the right to inspect, and to copy, all such Sales Receipts and Credit Receipts at the location where Marketer maintains its records of such original Sales Receipts and Credit Receipts, provided that Cenex has provided reasonable prior notice to Marketer of Cenex' desire to conduct such an inspection.

SCHEDULE A TO EXHIBIT C OF BPMA
NETWORK ACCESS FEES

Authorized Equipment	Monthly Access Fees
Authorized Terminal (In-Store) – Nonintegrated	\$49.95/unit
Authorized Terminal (In-Store) – integrated	\$30.00/site
Authorized Card Activated Terminal	\$50.00/site

-
- ***For all transactions (involving either Required Cards or Non-Required Cards):***
-

NOTE: All the Processing Fees set forth above are premised on all transactions being entered into the Data Capture Network through an Authorized Terminal with all data entered and submitted within the required timing as established by the applicable Issuer(s). In the event the number of transactions that do not meet minimum criteria established by the applicable Issuer(s) for Cenex to achieve the best Interchange/Merchant Discount rate due to any failure by Marketer to meet such minimum criteria, including, but not limited to, a failure to enter data for a transaction electronically, a failure to provide all appropriate detail for a transaction, a failure to appropriately limit amounts charged in transactions, a failure to timely provide a transaction to Cenex for processing or otherwise violating any Issuer rule (collectively, “Downgraded Transactions”) submitted by Marketer (and/or Marketer’s agents) in a calendar month is greater than one percent (1.00%) of the total number of transactions submitted by Marketer (and/or Marketer’s agents) in such calendar month, Cenex shall have the right, at its sole option, to assess an additional Processing Fee not to exceed one percent (1.00%) on the full amount of such Downgraded Transactions. In addition, Cenex shall have the right, in its sole discretion, to charge: (i) a monthly “Compliance: POS Software Out-Of-Date Fee” of \$250.00 in any month that any transactions are processed through a Point of Sales (POS) device that is not on a current Cenex approved software version for the POS device, (ii) a “Compliance: Hardware Out-of-Date Fee” of \$250.00 in any month that any transactions are processed through a POS system using hardware other than the current Cenex approved hardware, and (iii) a “Compliance: POS End of Life Fee” of \$500.00 in any month that any transactions are processed through a Point of Sale (POS) device after the end-of-life date designated by Cenex for such Point of Sale (POS) system. The fees in this paragraph are in addition to any other remedies available to Cenex under the BPMA, including, without limitation, Exhibit C of the BPMA.

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- **ISSUER ASSESSMENTS**
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In addition to the applicable Processing Fees set forth above, Cenex shall have the right to “pass-on” any and all assessments charged to Cenex by any Issuer (as such term is defined in Exhibit C of the BPMA), as a result of any chargebacks received from the Issuer or any other amounts assessed due to failure by Marketer to comply with “Reasonable Requirements” (as such term is defined in Section 3 of Exhibit C of the BPMA), including, but not limited to, all of the provisions of Section 3.(b) (“Equipment”) and Section 3.(c) (“Issuer Policies/Procedures/Guidelines”), of such Exhibit C of the BPMA.

MINNESOTA AMENDMENT TO BRANDED PETROLEUM MARKETER AGREEMENT

THIS MINNESOTA AMENDMENT TO BRANDED PETROLEUM MARKETER AGREEMENT (the "Amendment") is entered into this ____ day of _____, 20 ____, by and between CHS INC., a Minnesota cooperative corporation ("Cenex"), and [INSERT MARKETER NAME] ("Marketer").

WHEREAS, Cenex and Marketer have executed that certain Branded Petroleum Marketer Agreement (the "Agreement") under which Cenex has granted Marketer the right to purchase Branded Fuels (as defined in the Agreement) from Cenex for resale through Cenex Branded Retail Sites (as defined in the Agreement) operated by Marketer and/or a sublicensee(s) of Marketer approved by Cenex; and

WHEREAS, the parties have agreed to enter into this Amendment setting forth certain changes to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and all of the representations, warranties, undertakings, covenants, promises, and agreements set forth herein, which Cenex and Marketer each acknowledge are adequate and sufficient, Cenex and Marketer do hereby agree as follows:

1. **Cenex Site.** For purposes of this Amendment, the term "Cenex Site" shall mean that Cenex Branded Retail Site added to Exhibit A-1 or A-2 of the Agreement concurrent with the execution of this Amendment.
2. **Initial Franchise Fee; Advertising Reimbursement.** Section 2(m) of the Agreement is hereby deleted in its entirety and replaced with the following:
 3. (m) Marketer shall pay to Cenex a one time nonrefundable franchise fee of Seven Hundred Fifty Dollars (\$750) (the "Franchise Fee"). This fee is due when you sign the Agreement unless the Agreement was already in effect before the date hereof, and then in such case, upon the addition of a Cenex Site to the Agreement. The Franchise Fee is payable as consideration for the grant by Cenex of the rights under this Agreement to use the Marks at Cenex Branded Retail Sites under the Agreement, and shall be deemed to have been fully earned by Cenex as of the date hereof. Subject to the paragraph below, Cenex shall reimburse Marketer on a dollar-for-dollar basis, up to a maximum amount of One Thousand Dollars (\$1,000), for advertising expenditures made by Marketer under either the Cenex On-line Ad Builder Program, the Cenex Outdoor Billboard and Highway Sign Logo Program or for advertising expenditures approved by Cenex for grand opening advertising and promotions for a Cenex Site (collectively, the "Qualified Advertising").
 - 4.
 5. To be eligible for reimbursement, Marketer must purchase and pay for the Qualified Advertising within the first 180-days after the date of this Agreement unless this Agreement was already in effect before the date hereof, and then in such case, within the first 180-days after the date of addition of a Cenex Site to the Agreement (in either such case, the "Opening Period"), and the Qualified Advertising must first appear during the Opening Period. Marketer must submit to Cenex invoices showing the amount expended and paid by Marketer for the Qualified Advertising. These invoices must be submitted on the earlier to occur of the following: (i) at such time as Marketer has invoices showing that it has expended and paid for One Thousand Dollars (\$1,000) of Qualified Advertising; or (ii) within 30-days after the end of the Opening Period.
 - 6.
7. **Trademarks.** The following is added as Section 29 of the Agreement:

Cenex will protect Marketer's right to use the Marks, or indemnify Marketer from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks, provided Marketer is using the Marks in accordance with this Agreement. Cenex does not indemnify against the consequences of Marketer's use of the Marks, except in accordance with the requirements of this Agreement, and, as a condition to Cenex's obligation to protect, Marketer must provide notice to Cenex of any such claim within ten (10) days of Marketer receiving notice of the claim. If Cenex accepts the tender of defense, Cenex has the right to manage the defense of the claim, including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
- 8.
9. **Conflict; Effect.** In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Except as specifically amended hereby, the Agreement shall continue in full force and effect.
- 10.
- 11.

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date set forth above.

[Insert Customer Name]

CHS Inc.

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

DBA Notification
Branded Petroleum Marketer Agreement by and between
CHS Inc. ("Cenex") and
[Insert Marketer Name] ("Marketer")

Marketer _____
City, State _____ Cenex DM _____
BPMA Effective Date _____ Cenex DBS _____
BPMA Exhibit A Effective Date _____ Initial/Revised BPMA Exhibit A _____
Account Number _____

Branded Dealer Site DBA _____

I certify that the above "dba" name has been duly registered for the above named dealer and is currently on file and effective with the appropriate state agency.

[Insert Customer Name]

By: _____
Print Name: _____
Its: _____

Branded Dealer Notification to
Branded Petroleum Marketer Agreement by and between
CHS Inc. ("Cenex") and
[Insert Marketer Name] ("Marketer")

Marketer _____
City, State _____ Cenex DM _____
BPMA Effective Date _____ Cenex DBS _____
BPMA Exhibit A Effective Date _____ Initial/Revised BPMA Exhibit A _____
Account Number _____

Preliminary Sites _____
Approval Letter Date _____

NOTIFICATION REQUIRED BY BRANDED PETROLEUM MARKETER AGREEMENT RE FACILITY
TO BE IDENTIFIED WITH CENEX' MARKS AND OPERATED BY BRANDED DEALER

[Insert Customer Name]

By: _____

Print Name: _____

Its: _____

GUARANTY OF CREDIT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce CHS Inc. (“CHS”) to grant credit and/or assume a credit risk in connection with the sale of goods by CHS to _____, (the “Customer”), with a principal address of _____ and/or in respect of any type of transaction by which CHS may become the creditor of the Customer, _____, (the “Guarantor”), with a principal address of _____ guarantees to CHS that, upon any demand from CHS, such Guarantor shall promptly pay to CHS the full amount of all amounts due to CHS by the Customer (the “Customer’s Debt”), along with all expenses (including, but not limited to, attorneys’ fees, and costs and expenses of arbitration and/or litigation) incurred by CHS in connection with its efforts to collect the Customer’s Debt from the Customer (the “Guaranteed Amount”).

The Guarantor, without affecting its liability as set forth in this Guaranty of Credit, waives any and all defenses that it and/or the Customer may have to make prompt payment to CHS of the full amount of such Guaranteed Amount (including, but not limited, to any claim of set-off of the Customer and/or of such Guarantor, and/or counterclaim of the Customer and/or of such Guarantor, and/or claim of such Guarantor for loss of contribution from any co-guarantor), except for a defense by such Guarantor of the full payment and discharge of all of the Guaranteed Amount.

The Guarantor, without affecting its liability hereunder in any respect, hereby consents to, and waives notice of: the acceptance by CHS of this Guaranty of Credit; any decision by CHS in connection with the granting of credit to the Customer; any transaction by which CHS may become the creditor of the Customer; any of the terms and conditions associated with a transaction by which CHS may become the creditor of the Customer, including, but not limited to, any term or condition associated with the Customer’s obligation to pay the Customer’s Debt to CHS; any modification of any term or condition associated with the Customer’s obligation to pay the Customer’s Debt to CHS, including, but not limited to, any extension of the time for payment by the Customer to CHS of all, or any portion, of the Customer’s Debt, including, but not limited to, the acceptance by CHS of a promissory note from the Customer in connection with all, or any portion, of the Customer’s Debt; any dispute, of any character, CHS has with the Customer, including, but not limited to, any dispute associated with the Customer’s obligation to pay the Customer’s Debt to CHS; the settlement of any dispute CHS has with the Customer; any of the terms and conditions associated with a settlement of any dispute CHS has with the Customer; any receipt by CHS of any security, of any character, offered to CHS in connection with the satisfaction of the Customer’s Debt; and/or any release by CHS of any security, of any character, held by CHS in connection with the satisfaction of the Customer’s Debt.

The Guarantor hereby agrees that, in the event of any failure by such Guarantor to make full payment of a demand by CHS for all or any part of, the Guaranteed Amount (the “Demand Amount”) within five (5) days from the date of such demand by CHS (the “Demand Payment Date”), such failure by such Guarantor shall constitute a “Default” by such Guarantor of the provisions of this Guaranty of Credit.

The Guarantor hereby agrees that, in the event of any Default by such Guarantor of the provisions of this Guaranty of Credit, CHS shall have the right to exercise any remedy it may have under provisions of this Guaranty of Credit, and/or applicable law, to collect the portion of the Demand Amount not paid by such Guarantor by the Demand Payment Date, including, but not limited to, the initiation of legal proceedings against such Guarantor.

The Guarantor hereby agrees that, in the event of any Default by such Guarantor of the provisions of this Guaranty of Credit, such Guarantor shall be obligated to pay interest to CHS on the portion of the Demand Amount not paid by such Guarantor by such Demand Payment Date at the lower of the rate of one percent per month or the highest rate allowed by applicable law until the full amount of such unpaid amount is paid to CHS, and to reimburse CHS for all expenses (including, but not limited to, attorneys’ fees, and costs and expenses of legal proceedings) incurred by CHS in connection with its efforts to collect such Demand Amount from such Guarantor.

The Guarantor hereby agrees that, in the event that such Guarantor has filed bankruptcy, or there has been a filing of a involuntary petition for bankruptcy of such Guarantor, or an appointment of a receiver for such Guarantor, or a judicial determination of insolvency of such Guarantor, or an assignment for the benefit of creditors of such

Guarantor, then, in any such event, such Guarantor obligation to pay the full amount of the Guaranteed Debt shall mature immediately notwithstanding any other provision of this Guaranty of Credit.

The Guarantor hereby agrees that, if CHS is ever required to return any payment received by CHS from the Customer, and/or from such Guarantor, and/or from any co-guarantor of the debts of the Customer, for any reason (including, but not limited to the required return of a payment due to the bankruptcy of the Customer, and/or such Guarantor, and/or such co-guarantor of the debts of the Customer), which payment was applied by CHS to the Guaranteed Amount (the "Returned Amount"), such Returned Amount shall be treated, for all purposes, as never having been made.

The Guarantor hereby agrees that the provisions of this Guaranty of Credit shall be effective against such Guarantor as to all transactions by which CHS may become the creditor of the Customer that occur prior to the receipt by the Enterprise Wholesale Credit Department of CHS of a notice of termination of this Guaranty of Credit by such Guarantor (the "Notice of Termination"), hand-delivered to the Director, or to a Credit Manager, of the Enterprise Wholesale Credit Department of CHS, or sent by certified mail to the following address:

CHS Inc.
Director, Enterprise Wholesale Credit Department
5500 Cenex Drive
Inver Grove Heights, MN 55077

The Guarantor hereby agrees that any such Notice of Termination provided by such Guarantor to CHS in accordance with the provisions of this Guaranty of Credit shall not have any effect as to any transaction by which CHS becomes the creditor of the Customer that has occurred prior to the receipt by the Enterprise Wholesale Credit Department of CHS of such Notice of Termination.

The Guarantor hereby acknowledges and agrees that this Guaranty of Credit is a **guaranty of payment**, and that this Guaranty of Credit is not a guaranty of collection. Accordingly, such Guarantor hereby agrees that the obligation of such Guarantor to pay to CHS the full amount of the Guaranteed Amount is a primary and unconditional obligation of such Guarantor; that such obligation of such Guarantor is effective as to any portion of the Customer's Debt in existence at the time such Guarantor executes this Guaranty of Credit Guarantee; that such obligation of such Guarantor is effective as to any portion of the Customer's Debt arising any time after such Guarantor executes this Guaranty of Credit until the receipt by the Enterprise Wholesale Credit Department of CHS of a Notice of Termination from such Guarantor in accordance with the provisions of this Guaranty of Credit that such obligation of such Guarantor is effective regardless of the solvency or insolvency of the Customer; and that such obligation of such Guarantor is enforceable against such Guarantor regardless whether CHS has attempted to satisfy all, or any portion of, the Guaranteed Amount by proceeding against the Customer and/or against any security, of any character, held by CHS.

The Guarantor hereby acknowledges and agrees that it is familiar with the financial condition of the Customer, and that it has not relied on any information, written and/or oral, provided by CHS as a basis for determining whether it will execute this Guaranty of Credit. In addition, the Guarantor hereby acknowledges and agrees that CHS shall have no obligation to provide any information to such Guarantor in connection with the financial condition of the Customer in the future.

The Guarantor hereby acknowledges and agrees that no act or thing need occur to establish the liability of such Guarantor under this Guaranty of Credit, and that the provisions of this Guaranty of Credit shall be effective as to such Guarantor upon delivery of this Guaranty of Credit to CHS without any further act by CHS, including, but not limited to, an act of acceptance of this Guaranty of Credit by CHS.

The Guarantor hereby acknowledges and agrees that nothing in this Guaranty of Credit is intended to, or shall ever be construed to, create any obligation on the part of CHS to grant credit and/or assume a credit risk in connection with the sale of goods to the Customer, and/or to enter into any type of transaction by which CHS may become the creditor of the Customer.

The Guarantor hereby acknowledges and agrees that records of CHS in connection with the Guaranteed Amount shall be admissible as prima facie evidence of the Guaranteed Amount in connection with any legal proceeding associated with such Guarantor's obligations under this Guaranty of Credit.

The Guarantor hereby acknowledges and agrees that CHS' rights as set forth herein are cumulative, and that none of

CHS' rights shall be exhausted by CHS' exercise of any of its rights hereunder, until there has occurred a full payment and discharge of the full amount of the Guaranteed Amount.

The Guarantor hereby acknowledges and agrees that CHS' failure to exercise any right, power or option given it hereunder, or to insist on strict compliance with all the terms and conditions herein, shall not in any event constitute a waiver of any term, condition, or right herein, unless and until CHS shall have confirmed any such action or inaction to be a waiver in writing. Further, the Guarantor hereby agrees that any such waiver shall not act as a waiver of any other term, condition, or right herein, or a waiver of the same term, condition, or right herein on any other occasion not specifically waived in writing by CHS.

The Guarantor hereby acknowledges and agrees that, in the event that any provision of this Guaranty of Credit is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, such provision shall be ineffective only to the extent that such provision is explicitly deemed invalid, illegal, or unenforceable, and all the remaining provisions of this Guaranty of Credit shall be valid and enforced to the fullest extent permitted by law.

The Guarantor hereby acknowledges and agrees that CHS has the right, at its sole option and discretion, to assign this Guaranty of Credit by providing a written notice to such Guarantor, and such Guarantor hereby agrees (subject to and conditional upon any provisions of applicable law to the contrary) that if there is an assignment of this Guaranty of Credit, such assignee shall succeed to all of the rights and remedies of CHS under this Guaranty of Credit.

The Guarantor hereby acknowledges and agrees that all of the provisions of this Guaranty of Credit shall be binding upon such Guarantor, and all the successors and assigns of such Guarantor, and shall inure to the benefit of CHS, and its successors and assigns.

The Guarantor hereby specifically acknowledges and agrees that it has read this Guaranty of Credit, that it understands all of the terms and conditions of this Guaranty of Credit, and that it has had an opportunity to consult with legal counsel prior to executing this Guaranty of Credit.

The Guarantor hereby agrees that this Guaranty of Credit, and all rights, obligations, and duties arising hereunder, and all disputes which may arise hereunder, shall be construed in accordance with, and governed by, laws of the state of Minnesota, without giving effect to the conflict of laws provisions thereof.

The Guarantor hereby represents to CHS that it is authorized by its Board of Directors to execute and perform this Guaranty of Credit, and that the individual signing this Guaranty of Credit on behalf of the Guarantor has been so authorized by the Guarantor's Board of Directors.

IN WITNESS WHEREOF, the Guarantor has duly executed this Guaranty of Credit to be effective on the date set forth below such Guarantor's signature.

Guarantor: [Insert Legal Name of Guarantor]

By: _____

Print Name: _____

Its: _____

Date: _____

Witness:

Signature of Witness

Printed Name of Witness

PERSONAL GUARANTEE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce CHS Inc. (“CHS”) to grant credit and/or assume a credit risk in connection with the sale of goods by CHS to _____, (the “Customer”), with a principal address of _____,

_____, and/or in respect of any type of transaction by which CHS may become the creditor of the Customer, _____, (the “Guarantor”) guarantees to CHS that, upon any demand from CHS, such Guarantor shall promptly pay to CHS the full amount of all amounts due to CHS by the Customer (the “Customer’s Debt”), along with all expenses (including, but not limited to, attorneys’ fees, and costs and expenses of arbitration and/or litigation) incurred by CHS in connection with its efforts to collect the Customer’s Debt from the Customer (the “Guaranteed Amount”).

The Guarantor, without affecting his/her liability as set forth in this Personal Guarantee, waives any and all defenses that he/she and/or the Customer may have to make prompt payment to CHS of the full amount of such Guaranteed Amount (including, but not limited, to any claim of set-off of the Customer and/or of such Guarantor, and/or counterclaim of the Customer and/or of such Guarantor, and/or claim of such Guarantor for loss of contribution from any co-guarantor), except for a defense by such Guarantor of the full payment and discharge of all of the Guaranteed Amount.

The Guarantor, without affecting his/her liability hereunder in any respect, hereby consents to, and waives notice of: the acceptance by CHS of this Personal Guarantee; any decision by CHS in connection with the granting of credit to the Customer; any transaction by which CHS may become the creditor of the Customer; any of the terms and conditions associated with a transaction by which CHS may become the creditor of the Customer, including, but not limited to, any term or condition associated with the Customer’s obligation to pay the Customer’s Debt to CHS; any modification of any term or condition associated with the Customer’s obligation to pay the Customer’s Debt to CHS, including, but not limited to, any extension of the time for payment by the Customer to CHS of all, or any portion, of the Customer’s Debt, including, but not limited to, the acceptance by CHS of a promissory note from the Customer in connection with all, or any portion, of the Customer’s Debt; any dispute, of any character, CHS has with the Customer, including, but not limited to, any dispute associated with the Customer’s obligation to pay the Customer’s Debt to CHS; the settlement of any dispute CHS has with the Customer; any of the terms and conditions associated with a settlement of any dispute CHS has with the Customer; any receipt by CHS of any security, of any character, offered to CHS in connection with the satisfaction of the Customer’s Debt; and/or any release by CHS of any security, of any character, held by CHS in connection with the satisfaction of the Customer’s Debt.

The Guarantor hereby agrees that, in the event of any failure by such Guarantor to make full payment of a demand by CHS for all or any part of, the Guaranteed Amount (the “Demand Amount”) within five (5) days from the date of such demand by CHS (the “Demand Payment Date”), such failure by such Guarantor shall constitute a “Default” by such Guarantor of the provisions of this Personal Guarantee.

The Guarantor hereby agrees that, in the event of any Default by such Guarantor of the provisions of this Personal Guarantee, CHS shall have the right to exercise any remedy it may have under provisions of this Personal Guarantee, and/or applicable law, to collect the portion of the Demand Amount not paid by such Guarantor by the Demand Payment Date, including, but not limited to, the initiation of legal proceedings against such Guarantor.

The Guarantor hereby agrees that, in the event of any Default by such Guarantor of the provisions of this Personal Guarantee, such Guarantor shall be obligated to pay interest to CHS on the portion of the Demand Amount not paid by such Guarantor by such Demand Payment Date at the lower of the rate of one percent per month or the highest rate allowed by applicable law until the full amount of such unpaid amount is paid to CHS, and to reimburse CHS for all expenses (including, but not limited to, attorneys’ fees, and costs and expenses of legal proceedings) incurred by CHS in connection with its efforts to collect such Demand Amount from such Guarantor.

The Guarantor hereby agrees that, in the event that such Guarantor has filed bankruptcy, or there has been a filing of a involuntary petition for bankruptcy of such Guarantor, or an appointment of a receiver for such Guarantor, or a judicial determination of insolvency of such Guarantor, or an assignment for the benefit of creditors of such Guarantor, then, in any such event, such Guarantor obligation to pay the full amount of the Guaranteed Debt shall mature immediately notwithstanding any other provision of this Personal Guarantee.

The Guarantor hereby agrees that, if CHS is ever required to return any payment received by CHS from the Customer, and/or from such Guarantor, and/or from any co-guarantor of the debts of the Customer, for any reason (including, but not limited to the required return of a payment due to the bankruptcy of the Customer, and/or such Guarantor, and/or such co-guarantor of the debts of the Customer), which payment was applied by CHS to the Guaranteed Amount (the "Returned Amount"), such Returned Amount shall be treated, for all purposes, as never having been made.

The Guarantor hereby agrees that the provisions of this Personal Guarantee shall be effective against such Guarantor as to all transactions by which CHS may become the creditor of the Customer that occur prior to the receipt by the Enterprise Wholesale Credit Department of CHS of a notice of termination of this Personal Guarantee by such Guarantor (the "Notice of Termination"), hand-delivered to the Director, or to a Credit Manager, of the Enterprise Wholesale Credit Department of CHS, or sent by certified mail to the following address:

CHS Inc.
Director, Enterprise Wholesale Credit Department
5500 Cenex Drive
Inver Grove Heights, MN 55077

The Guarantor hereby agrees that any such Notice of Termination provided by such Guarantor to CHS in accordance with the provisions of this Personal Guarantee shall not have any effect as to any transaction by which CHS becomes the creditor of the Customer that has occurred prior to the receipt by the Enterprise Wholesale Credit Department of CHS of such Notice of Termination.

The Guarantor hereby acknowledges and agrees that this Personal Guarantee is a **guaranty of payment**, and that this Personal Guarantee is not a guaranty of collection. Accordingly, such Guarantor hereby agrees that the obligation of such Guarantor to pay to CHS the full amount of the Guaranteed Amount is a primary and unconditional obligation of such Guarantor; that such obligation of such Guarantor is effective as to any portion of the Customer's Debt in existence at the time such Guarantor executes this Personal Guarantee; that such obligation of such Guarantor is effective as to any portion of the Customer's Debt arising any time after such Guarantor executes this Personal Guarantee until the receipt by the Enterprise Wholesale Credit Department of CHS of a Notice of Termination from such Guarantor in accordance with the provisions of this Personal Guarantee; that such obligation of such Guarantor is effective regardless of the solvency or insolvency of the Customer; and that such obligation of such Guarantor is enforceable against such Guarantor regardless whether CHS has attempted to satisfy all, or any portion of, the Guaranteed Amount by proceeding against the Customer and/or against any security, of any character, held by CHS.

The Guarantor hereby acknowledges and agrees that he/she is familiar with the financial condition of the Customer, and that he/she has not relied on any information, written and/or oral, provided by CHS as a basis for determining whether he/she will execute this Personal Guarantee. In addition, the Guarantor hereby acknowledges and agrees that CHS shall have no obligation to provide any information to such Guarantor in connection with the financial condition of the Customer in the future

The Guarantor hereby acknowledges and agrees that no act or thing need occur to establish the liability of such Guarantor under this Personal Guarantee, and that the provisions of this Personal Guarantee shall be effective as to such Guarantor upon delivery of this Personal Guarantee to CHS without any further act by CHS, including, but not limited to, an act of acceptance of this Personal Guarantee by CHS.

The Guarantor hereby acknowledges and agrees that nothing in this Personal Guarantee is intended to, or shall ever be construed to, create any obligation on the part of CHS to grant credit and/or assume a credit risk in connection with the sale of goods to the Customer, and/or to enter into any type of transaction by which CHS may become the creditor of the Customer.

The Guarantor hereby acknowledges and agrees that records of CHS in connection with the Guaranteed Amount shall be admissible as prima facie evidence of the Guaranteed Amount in connection with any legal proceeding associated with such Guarantor's obligations under this Personal Guarantee.

The Guarantor hereby acknowledges and agrees that CHS' rights as set forth herein are cumulative, and that none of CHS' rights shall be exhausted by CHS' exercise of any of its rights hereunder, until there has occurred a full payment and discharge of the full amount of the Guaranteed Amount.

The Guarantor hereby acknowledges and agrees that CHS' failure to exercise any right, power or option given it hereunder, or to insist on strict compliance with all the terms and conditions herein, shall not in any event constitute a waiver of any term, condition, or right herein, unless and until CHS shall have confirmed any such action or inaction to be a waiver in writing. Further, the Guarantor hereby agrees that any such waiver shall not act as a waiver of any other term, condition, or right herein, or a waiver of the same term, condition, or right herein on any other occasion not specifically waived in writing by CHS.

The Guarantor hereby acknowledges and agrees that, in the event that any provision of this Personal Guarantee is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, such provision shall be ineffective only to the extent that such provision is explicitly deemed invalid, illegal, or unenforceable, and all the remaining provisions of this Personal Guarantee shall be valid and enforced to the fullest extent permitted by law.

The Guarantor hereby acknowledges and agrees that CHS has the right, at its sole option and discretion, to assign this Personal Guarantee by providing a written notice to such Guarantor, and such Guarantor hereby agrees (subject to and conditional upon any provisions of applicable law to the contrary) that if there is an assignment of this Personal Guarantee, such assignee shall succeed to all of the rights and remedies of CHS under this Personal Guarantee.

The Guarantor hereby acknowledges and agrees that all of the provisions of this Personal Guarantee shall be binding upon such Guarantor, and all the successors and assigns of such Guarantor, and shall inure to the benefit of CHS, and its successors and assigns.

The Guarantor hereby specifically acknowledges and agrees that he/she has read this Personal Guarantee, that he/she understands all of the terms and conditions of this Personal Guarantee, and that he/she has had an opportunity to consult with legal counsel prior to executing this Personal Guarantee.

The Guarantor hereby agrees that this Personal Guarantee, and all rights, obligations, and duties arising hereunder, and all disputes which may arise hereunder, shall be construed in accordance with, and governed by, laws of the state of Minnesota, without giving effect to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the Guarantor has duly executed this Personal Guarantee to be effective on the date set forth below such Guarantor's signature.

Guarantor:

By: _____

Signature of Guarantor

Printed Name of Guarantor

Address of Guarantor

Date Signed

Witness:

Signature of Witness

Printed Name of Witness

PERSONAL GUARANTEE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce CHS Inc. ("CHS") to grant credit and/or assume a credit risk in connection with the sale of goods by CHS to _____ (the "Customer"), with a principal address of _____, and/or in respect of any type of transaction by which CHS may become the creditor of the Customer, _____ and _____, (each a "Guarantor", and collectively the "Guarantors"), each Guarantor guarantees to CHS that, upon any demand from CHS, such Guarantor shall promptly pay to CHS the full amount of all amounts due to CHS by the Customer (the "Customer's Debt"), along with all expenses (including, but not limited to, attorneys' fees, and costs and expenses of arbitration and/or litigation) incurred by CHS in connection with its efforts to collect the Customer's Debt from the Customer (the "Guaranteed Amount").

Each Guarantor, without affecting his/her liability as set forth in this Personal Guarantee, waives any and all defenses that he/she and/or the Customer may have to make prompt payment to CHS of the full amount of such Guaranteed Amount (including, but not limited, to any claim of set-off of the Customer and/or of such Guarantor, and/or counterclaim of the Customer and/or of such Guarantor, and/or claim of such Guarantor for loss of contribution from any co-guarantor), except for a defense by such Guarantor of the full payment and discharge of all of the Guaranteed Amount.

Each Guarantor, without affecting his/her liability hereunder in any respect, hereby consents to, and waives notice of: the acceptance by CHS of this Personal Guarantee; any decision by CHS in connection with the granting of credit to the Customer; any transaction by which CHS may become the creditor of the Customer; any of the terms and conditions associated with a transaction by which CHS may become the creditor of the Customer, including, but not limited to, any term or condition associated with the Customer's obligation to pay the Customer's Debt to CHS; any modification of any term or condition associated with the Customer's obligation to pay the Customer's Debt to CHS, including, but not limited to, any extension of the time for payment by the Customer to CHS of all, or any portion, of the Customer's Debt, including, but not limited to, the acceptance by CHS of a promissory note from the Customer in connection with all, or any portion, of the Customer's Debt; any dispute, of any character, CHS has with the Customer, including, but not limited to, any dispute associated with the Customer's obligation to pay the Customer's Debt to CHS; the settlement of any dispute CHS has with the Customer; any of the terms and conditions associated with a settlement of any dispute CHS has with the Customer; any receipt by CHS of any security, of any character, offered to CHS in connection with the satisfaction of the Customer's Debt; and/or any release by CHS of any security, of any character, held by CHS in connection with the satisfaction of the Customer's Debt.

Each Guarantor hereby agrees that, in the event of any failure by such Guarantor to make full payment of a demand by CHS for all or any part of, the Guaranteed Amount (the "Demand Amount") within five (5) days from the date of such demand by CHS (the "Demand Payment Date"), such failure by such Guarantor shall constitute a "Default" by such Guarantor of the provisions of this Personal Guarantee.

Each Guarantor hereby agrees that, in the event of any Default by such Guarantor of the provisions of this Personal Guarantee, CHS shall have the right to exercise any remedy it may have under provisions of this Personal Guarantee, and/or applicable law, to collect the portion of the Demand Amount not paid by such Guarantor by the Demand Payment Date, including, but not limited to, the initiation of legal proceedings against such Guarantor.

Each Guarantor hereby agrees that, in the event of any Default by such Guarantor of the provisions of this Personal Guarantee, such Guarantor shall be obligated to pay interest to CHS on the portion of the Demand Amount not paid by such Guarantor by such Demand Payment Date at the lower of the rate of one percent per month or the highest rate allowed by applicable law until the full amount of such unpaid amount is paid to CHS, and to reimburse CHS for all expenses (including, but not limited to, attorneys' fees, and costs and expenses of legal proceedings) incurred by CHS in connection with its efforts to collect such Demand Amount from such Guarantor.

Each Guarantor hereby agrees that, in the event that such Guarantor has filed bankruptcy, or there has been a filing of a involuntary petition for bankruptcy of such Guarantor, or an appointment of a receiver for such Guarantor, or a judicial determination of insolvency of such Guarantor, or an assignment for the benefit of creditors of such

Guarantor, then, in any such event, such Guarantor obligation to pay the full amount of the Guaranteed Debt shall mature immediately notwithstanding any other provision of this Personal Guarantee.

Each Guarantor hereby agrees that, if CHS is ever required to return any payment received by CHS from the Customer, and/or from such Guarantor, and/or from any co-guarantor of the debts of the Customer, for any reason (including, but not limited to the required return of a payment due to the bankruptcy of the Customer, and/or such Guarantor, and/or such co-guarantor of the debts of the Customer), which payment was applied by CHS to the Guaranteed Amount (the "Returned Amount"), such Returned Amount shall be treated, for all purposes, as never having been made.

Each Guarantor hereby agrees that the provisions of this Personal Guarantee shall be effective against such Guarantor as to all transactions by which CHS may become the creditor of the Customer that occur prior to the receipt by the Enterprise Wholesale Credit Department of CHS of a notice of termination of this Personal Guarantee by such Guarantor (the "Notice of Termination"), hand-delivered to the Director, or to a Credit Manager, of the Enterprise Wholesale Credit Department of CHS, or sent by certified mail to the following address:

CHS Inc.
Director, Enterprise Wholesale Credit Department
5500 Cenex Drive
Inver Grove Heights, MN 55077

Each Guarantor hereby agrees that any such Notice of Termination provided by such Guarantor to CHS in accordance with the provisions of this Personal Guarantee shall not have any effect as to any transaction by which CHS becomes the creditor of the Customer that has occurred prior to the receipt by the Enterprise Wholesale Credit Department of CHS of such Notice of Termination.

Each Guarantor hereby acknowledges and agrees that this Personal Guarantee is a **guaranty of payment**, and that this Personal Guarantee is not a guaranty of collection. Accordingly, such Guarantor hereby agrees that the obligation of such Guarantor to pay to CHS the full amount of the Guaranteed Amount is a primary and unconditional obligation of such Guarantor; that such obligation of such Guarantor is effective as to any portion of the Customer's Debt in existence at the time such Guarantor executes this Personal Guarantee; that such obligation of such Guarantor is effective as to any portion of the Customer's Debt arising any time after such Guarantor executes this Personal Guarantee until the receipt by the Enterprise Wholesale Credit Department of CHS of a Notice of Termination from such Guarantor in accordance with the provisions of this Personal Guarantee; that such obligation of such Guarantor is effective regardless of the solvency or insolvency of the Customer; and that such obligation of such Guarantor is enforceable against such Guarantor regardless whether CHS has attempted to satisfy all, or any portion of, the Guaranteed Amount by proceeding against the Customer and/or against any security, of any character, held by CHS.

Each Guarantor hereby acknowledges and agrees that he/she is familiar with the financial condition of the Customer, and that he/she has not relied on any information, written and/or oral, provided by CHS as a basis for determining whether he/she will execute this Personal Guarantee. In addition, each Guarantor hereby acknowledges and agrees that CHS shall have no obligation to provide any information to such Guarantor in connection with the financial condition of the Customer in the future

Each Guarantor hereby acknowledges and agrees that no act or thing need occur to establish the liability of such Guarantor under this Personal Guarantee, and that the provisions of this Personal Guarantee shall be effective as to such Guarantor upon delivery of this Personal Guarantee to CHS without any further act by CHS, including, but not limited to, an act of acceptance of this Personal Guarantee by CHS.

Each Guarantor hereby acknowledges and agrees that nothing in this Personal Guarantee is intended to, or shall ever be construed to, create any obligation on the part of CHS to grant credit and/or assume a credit risk in connection with the sale of goods to the Customer, and/or to enter into any type of transaction by which CHS may become the creditor of the Customer.

Each Guarantor hereby acknowledges and agrees that records of CHS in connection with the Guaranteed Amount shall be admissible as prima facie evidence of the Guaranteed Amount in connection with any legal proceeding associated with such Guarantor's obligations under this Personal Guarantee.

Each Guarantor hereby acknowledges and agrees that CHS' rights as set forth herein are cumulative, and that none of CHS' rights shall be exhausted by CHS' exercise of any of its rights hereunder, until there has occurred a full payment

and discharge of the full amount of the Guaranteed Amount.

Each Guarantor hereby acknowledges and agrees that CHS' failure to exercise any right, power or option given it hereunder, or to insist on strict compliance with all the terms and conditions herein, shall not in any event constitute a waiver of any term, condition, or right herein, unless and until CHS shall have confirmed any such action or inaction to be a waiver in writing. Further, each Guarantor hereby agrees that any such waiver shall not act as a waiver of any other term, condition, or right herein, or a waiver of the same term, condition, or right herein on any other occasion not specifically waived in writing by CHS.

Each Guarantor hereby acknowledges and agrees that, in the event that any provision of this Personal Guarantee is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, such provision shall be ineffective only to the extent that such provision is explicitly deemed invalid, illegal, or unenforceable, and all the remaining provisions of this Personal Guarantee shall be valid and enforced to the fullest extent permitted by law.

Each Guarantor hereby acknowledges and agrees that CHS has the right, at its sole option and discretion, to assign this Personal Guarantee by providing a written notice to such Guarantor, and such Guarantor hereby agrees (subject to and conditional upon any provisions of applicable law to the contrary) that if there is an assignment of this Personal Guarantee, such assignee shall succeed to all of the rights and remedies of CHS under this Personal Guarantee.

Each Guarantor hereby acknowledges and agrees that all of the provisions of this Personal Guarantee shall be binding upon such Guarantor, and all the successors and assigns of such Guarantor, and shall inure to the benefit of CHS, and its successors and assigns.

Each Guarantor hereby specifically acknowledges and agrees that he/she has read this Personal Guarantee, that he/she understands all of the terms and conditions of this Personal Guarantee, and that he/she has had an opportunity to consult with legal counsel prior to executing this Personal Guarantee.

Each Guarantor hereby agrees that this Personal Guarantee, and all rights, obligations, and duties arising hereunder, and all disputes which may arise hereunder, shall be construed in accordance with, and governed by, laws of the state of Minnesota, without giving effect to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, each Guarantor has duly executed this Personal Guarantee to be effective on the date set forth below such Guarantor's signature.

Guarantor:

By: _____
Signature of Guarantor

Printed Name of Guarantor

Address of Guarantor

Date Signed

Witness:

Signature of Witness

Printed Name of Witness

Guarantor:

By: _____
Signature of Guarantor

Printed Name of Guarantor

Address of Guarantor

Date Signed

Witness:

Signature of Witness

Printed Name of Witness

APPROVED LETTER OF CREDIT FORMAT

The following is the text for the Letter of Credit required by CHS Inc. issued in accordance with our credit requirements and posted by a bank satisfactory to CHS Inc. There should be no changes to this text. We will not accept third party support documents as a condition of drawing. The Letter-of-Credit should be written on the Bank's official letterhead or issued by authenticated SWIFT.

IRREVOCABLE STANDBY LETTER OF CREDIT

Number: xxxx

Beneficiary:

CHS Inc.
Energy / CN Credit Dept MS #503
5500 Cenex Drive
Inver Grove Heights, MN 55077-1733

APPLICANT:

Our Customer's Name
Street Address
City, ST Zip Code

We hereby issue our irrevocable standby Letter of Credit in your favor by order and for the account of **Our Customer's Name (Applicant)** for an aggregate amount of **\$XXXXXX USD** (XXXXXX U.S. Dollars) available to you on or before the expiration hereof by your draft(s) at sight drawn on **Issuing Bank's Name Street Address City, ST Zip Code** on or before the expiration hereof upon presentation to us of the following documents:

- 1. A statement signed by an authorized representative of CHS Inc. that **(Our Customer's Name)** has failed to make payment when due and the amount of \$ **(Bank is to Leave this Area Blank)** remains unpaid at the time of drawing."

Each draft must be marked "Drawn under **Issuing Bank's Name** Letter of Credit No. **xxxx** dated _____, **202X.**"

We hereby engage with drawers, endorsers and bonafide holders that any draft drawn in full compliance with this Letter of Credit will be duly honored upon presentation at this office on or before the expiry date **(Bank to complete. Date should be at least 12 months from date of issuance)** . This Letter of Credit is automatically renewable without amendment for an additional one year period from the present expiry date or any future expiry date, unless sixty (60) days prior to said expiry we shall notify you in writing, by overnight courier, that we have elected not to renew this Letter of Credit.

Special Conditions:

Partial and multiple drawings are allowed.
All bank fees incurred are for the account of the Applicant

Except so far as otherwise stated herein, this Letter of Credit is subject to the International Standby Practices (ISP), International Chamber of Commerce Publication No. 590 (1998 Revision).

Please contact for further assistance: Credit Manager/Analyst Name
CHS Inc. - Enterprise Wholesale Credit Department
5500 Cenex Drive,
800 852-8186 X: 4619

