

Cenex® Fleet Credit Card Agreement

- 1. Agreement.** This Cenex® Fleet Credit Card Agreement (the "Agreement") is made by and between CHS Inc., a Minnesota cooperative corporation, ("CHS" or "we") and the company (the "Company" or "you") named in the Cenex® Fleet Credit Card Application you submitted (the "Application"). The Company desires to have CHS issue a Cenex® Fleet Credit Card (whether one or more, the "Card") to the Company and certain authorized users and open a Cenex® Fleet Credit Card Account (the "Account"). The Company shall hereafter be defined to also include all guarantors. The Company's use of any Card indicates acceptance of this Agreement.
- 2. Use of Cards.** The Company agrees to pay CHS for credit extended with any Card issued to the Company pursuant to this Agreement, together with all applicable charges set forth in this Agreement. The Company agrees that all Cards are to be used for business, commercial or agricultural purposes, and not primarily for personal, family or household purposes. The Company agrees to pay CHS for such credit and charges regardless of the purposes for which the Company obtains credit pursuant to this Agreement. The failure on the part of the Company to sign a sales receipt shall not relieve the Company of its obligation to pay for value advanced on the presentation of the Card. CHS may refuse to honor any Card for any reason. Any Cards issued hereunder remain the property of CHS, and the Company will surrender any Cards to CHS at CHS' request.
- 3. Payment.** CHS will provide a statement at approximately monthly intervals if there has been transaction activity on the Account, interest or fees are assessed during the preceding month, or there is a balance (credit or debit) exceeding \$1.00, unless CHS deems the Account to be uncollectible, or has instituted delinquency collection procedures, or furnishing the statement would violate law. The Company shall pay the entire unpaid balance (the "new balance") by the payment due date shown on the statement. If the Company does not pay the new balance by the payment due date, the Company understands that CHS may impose a finance charge of eighteen percent (18.0%) annually as provided in paragraph 5 below and exercise any other remedies available.
- 4. Credit Limit.** CHS will set your credit limit. The credit limit is the maximum principal amount that may be outstanding under the Account at any time. Under certain circumstances, the Account may exceed the credit limit and the Company will be responsible for the full amount of the credit limit as well as any amounts owed that exceed the credit limit including fees and interest charges. The Company agrees not to charge purchases over its credit limit. If the Company exceeds its credit limit, the excess may be deemed immediately due and payable. CHS reserves the right to change the Company's credit limit from time to time.
- 5. Calculating Interest on Your Account.** CHS determines the interest on the Account by applying the daily periodic rate of 0.049315% to the "average daily balance" of the Account (including current transactions). To get the "average daily balance" CHS takes the beginning balance for the Account each day, adds any new purchases, and subtracts any payments or credits and unpaid finance charges. This calculation results in the daily balance. Then all the daily balances are added together for the billing cycle and divided by the total number of days in the billing cycle. The result is the "average daily balance" for the Account.
- 6. Representations and Warranties.** The Company represents and warrants to CHS as of the date of the Application, the date of each request for an additional Card, and the date of each transaction on the Account: (a) If the Company is a corporation or other type of registered organization, it is duly organized and in good standing in the state where it is organized and each other state where it is required to be registered; (b) the Company possess all licenses and approvals necessary or material to the conduct or operation of its business; (c) all financial and other information supplied to CHS is (i) true, correct and complete in all material respects, and is sufficient to give CHS accurate knowledge of the Company, (ii) in the form and content required by CHS; (c) has complied and is in compliance, in all material respects, with all laws and governmental rules and orders applicable and material to the Company or its business; and (d) there are no lawsuits, tax claims or other disputes or investigations pending or threatened against the Company which could impair the Company's financial condition or ability to pay amounts due on the Account.
- 7. Default.** If the Company: (a) fails to make a payment when due; (b) breaches any obligation under this Agreement; (c) makes any false statements to CHS; (d) furnishes false or misleading information or misrepresentations; (e) experiences the death of any owner if the Company is a sole proprietorship, the death of any general partner if the Company is a partnership, any dissolution, liquidation or winding up of the Company's affairs, if the Company is a corporation, or the appointment of a receiver or similar official for the Company's business or the termination of the business; (f) becomes insolvent; or (g) institutes or has instituted against it any type of insolvency or bankruptcy proceeding; then in any such event or events CHS at its option may: (i) require the immediate payment of the outstanding balance including the finance charge or other fees; (ii) limit the amount of credit extended under the Account; (iii) suspend or cancel the Account; (iv) accept late or partial payments without losing any of CHS' rights; (v) to the extent permitted by applicable law, set off any amount held by us against any amount due under this Agreement; and (vi) take any other action permitted by law. If allowed by law, at our request you will pay all of our reasonable attorneys' fees, legal expenses, and other costs and expenses to collect any debt or enforce any rights under this Agreement', including any costs CHS may incur in retrieving a Card.
- 8. Payment-Related Fees.** To the extent permitted by law, if any check or other payment you present to us is returned unpaid, you will pay us a dishonored payment fee in the amount allowed by applicable law. Unless prohibited by applicable law, you will pay us a charge of \$10.00 for payments made over the phone with one of our service representatives.
- 9. Changes in Terms.** CHS may change the terms of this Agreement at any time and will notify the Company in advance of the changes in writing. The Company's use of the Account after notification of the change will indicate the Company's acceptance of the change.
- 10. Credit Review.** CHS may from time to time request information for the purpose of conducting a credit review for insuring payment. The Company agrees to furnish information requested by CHS within a reasonable period of time after CHS requests it.

- 11. Unauthorized Use of Cards.** The Company will be liable for all transactions authorized by the Company or any authorized user, including any person authorized by the Company or an authorized user who is not named on the Card, until the Company has sent CHS written notice and destroyed or recovered and safeguarded the Card the person was using. In the event of possible loss, theft or unauthorized use, the Company agrees to immediately notify CHS of the same at (888) 462-5621, or via fax at (888) 643-6987. The Company will be liable for up to \$50 for any unauthorized use occurring before the Company notifies CHS of the loss, theft or possible unauthorized use.
- 12. Credit Information.** The Company authorizes CHS to investigate the Company's credit record, and the Company understands CHS may obtain a credit report. Upon inquiry from the Company to CHS at CHS' address listed in paragraph 13, CHS will inform the Company if a credit report was requested or received by CHS. If such a report was requested or received, CHS will, in response to such inquiry, inform the Company of the name and address of the credit-reporting agency, which furnished the report. If a Card is issued by CHS, the Company agrees CHS may later request credit reports in connection with use of the Account. The Company authorizes CHS to furnish information about its Account to credit reporting agencies and others who may properly receive such information. CHS may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at the address listed in paragraph 13 and describe the specific information that you believe is inaccurate. Also describe the reason you believe the information is inaccurate.
- 13. Change of Address/Billing Questions.** The Company agrees to immediately notify CHS if there are any questions about any statement, or in the event of a change in address. The Company can call CHS (888) 462-5621, or via fax at (888) 643-6987. The Company may contact CHS by writing to the following address: CHS Inc., Attn: Payment Solutions, P.O. Box 64089, St. Paul, MN 55164-0089.
- 14. Severability.** If any law does not allow any provision of this Agreement, the provision will be automatically changed to conform to the law and the other provisions of this Agreement will remain in effect.
- 15. Entire Agreement; Assignment.** This Agreement, along with the Application, constitute the entire and complete agreement between CHS and the Company concerning the Card and Account, and replaces and supersedes any prior oral or written agreement, understandings, or representations between the Company and CHS. CHS may assign this Agreement without notice to or consent of the Company. The Company may not assign this Agreement without the prior written consent of CHS.
- 16. Waiver.** No delay or omission to exercise rights will impair any such rights or will be a waiver of any default or rights.
- 17. Telephone Monitoring.** Customer calls are treated confidentially. To ensure that the Company receives accurate and courteous customer service, the Company agrees that calls may be monitored and recorded
- 18. Foreign Transactions; Conversion Fee.** Transactions in a foreign currency will be converted into U.S. Dollars, and a foreign currency conversion fee of 2% will be applied to all transactions made outside the United States or in a currency other than U.S. Dollars. The statement will reflect the conversion into U.S. Dollars for transactions that have occurred in a different currency and the applicable exchange rate for such conversions.
- 19. Fleet Information and Cards.** The Fleet Contact Person listed on the Application is authorized to provide CHS with the information necessary to initially establish the Account. CHS shall send to the Fleet Contact Person's attention all Account summary information and Cards. In addition, the Fleet Contact Person is the individual authorized by the Company to provide all fleet vehicle, driver and other information CHS may request and also receive from CHS the Cards and vehicle reports and such other information provided from time to time. Any errors in the Account information or Cards must be reported within three (3) business days of the Company's receipt of the same, or CHS shall be entitled to rely on such information and Cards for processing the Company's Account. The Company will provide CHS with advance written notice of any change in the Fleet Contact Person. CHS is authorized to deal with any contact person with apparent authority to act in on the Company's behalf.
- 20. Management Reports and Disclaimer.** As a service to the Company, CHS provides certain vehicle reports and other management reports which identify and/or summarize transactions and information as it is reported to CHS. Notwithstanding the foregoing and any other provision of this Agreement, CHS hereby disclaims any and all warranties in connection with such reports, including but not limited any warranty that the report is accurate or complete. CHS hereby disclaims, and the Company hereby releases, CHS from any liability, losses, costs or damages, including but not limited to special, indirect or consequential damages, as a result of any report or information contained therein.
- 21. Automated Facilities.** The Company may be able to make automated fuel purchases, which is purchases of petroleum products or oil obtained on credit through electronic card operated terminals at certain locations accepting the Card. At such locations, the Company will be provided fully automated fueling facilities, which allow Company drivers to purchase such products by presenting the Card to an unattended card reading machine. The Company agrees that use of the Card (with a driver identification number, if applicable, to the Account) and the corresponding entry of sales data through the electronic card system will evidence the Company's agreement to pay for such purchases. The Company also agrees to comply with the provisions of the "Automated Self Service Agreement," the terms of which are contained in the enclosed pamphlet.

May 2015