BRANDED REFINED FUELS TERMS AND CONDITIONS

Confirmation: CHS Inc. ("Seller") may from time-to-time enter into discussions with one or more persons or entities ("Buyer") for the purpose of entering into an agreement with respect to the purchase and sale of certain products or services with such Buyer. In the event Seller enters into an oral agreement with such Buyer, Seller shall prepare a Confirmation (defined below) setting forth the terms of such oral agreement and identifying the Buyer of products or services thereunder. Seller may deliver the Confirmation by mail, email or facsimile to the address of the Buyer within Seller's files, or via Seller's Refined Fuels Control Room, CHS Connect customer portal or any similar or successor electronic product information or management system provided by Seller ("Customer Portal").

Acceptance of Confirmation: If Buyer believes the Confirmation contains one or more errors, Buyer must notify Seller of such errors (by phone via Seller's phone number identified in the Confirmation) ("Error Notification") on or before 4:00 p.m. Central Standard Time on the second business day following delivery of the Confirmation (the "Error Notice Deadline"). If Buyer properly delivers an Error Notification to Seller on or before the Error Notice Deadline, Seller may (i) revise and return to Buyer a modified Confirmation to better reflect the oral agreement between the parties, or (ii) revoke the Confirmation and terminate the agreement to which it relates, without liability for either party. If Seller returns to Buyer a modified Confirmation, Buyer must provide an Error Notification with respect to the modified Confirmation on or before the Error Notice Deadline applicable to the modified Confirmation. Notwithstanding the foregoing, the occurrence of any of the following will constitute Buyer's acceptance of a Confirmation and all terms set forth therein: (i) Buyer signing and returning such Confirmation to Seller, (ii) Buyer paying any portion of the Price set forth in such Confirmation, (iii) Buyer taking delivery of any portion of the Products identified in such Confirmation, (iv) Buyer commencing performance of its obligations under such Confirmation, or (v) Buyer failing to provide an Error Notification by the Error Notice Deadline.

Agreement. The Buyer and Seller agree that the purchase and sale of any Quantities of the Products referenced on the Confirmation shall occur under and be governed by all of the terms and conditions of the applicable Branded Petroleum Marketer Agreement or Branded Petroleum Distributor Agreement (each, a "Branded Agreement"), including without limitation the provisions thereof relating to Allocation and Supply Point Direction, between Buyer and Seller.. These Branded Refined Fuels Terms and Conditions (the "Terms") and any confirmation referencing these Terms (the "Confirmation", which together with the Terms are referred to herein as the "Agreement") identify the per-gallon Price that Buyer may purchase, under the Branded Agreements, the certain Quantity of Products identified in the Confirmation at those specific Terminals, and during those specific Delivery Periods, set forth in such Confirmation. This Agreement, subject to the Branded Agreement(s), constitutes the full and complete understanding of the parties regarding the matters set forth herein and supersedes any and all prior discussions, agreements or dealings between the Buyer and Seller relating thereto. No terms or conditions in Buyer's purchase orders or other forms or communications with Seller shall apply, even if Seller delivers goods or services identified therein. Trade custom, trade usage and past performance are superseded by the terms of this Agreement.

Branded Agreements. Buyer acknowledges and agrees, notwithstanding anything in this Agreement to the contrary, Buyer's right to purchase Quantities of a Product at any Terminal during any Delivery Period referenced in the Confirmation, is conditioned upon: (i) Buyer and Seller entering into and having in full force and effect on the Confirmation effective date and continuing until the last day of the Delivery Period (the "Term of the Confirmation") a Branded Agreement authorizing Buyer to purchase and take delivery of such Quantities of the Product and at the Terminals identified in the Confirmation, and (ii) the purchase of any Quantity of Product identified in the Confirmation during the Delivery Period will not cause Buyer to exceed the Maximum Volumes (defined in the Branded Agreement) for such Product as set forth in its Branded Agreement(s). In the event either (i) or (ii) are not true at any time during the Term of the Confirmation, Seller may, in its sole discretion, elect to continue to sell to Buyer all or any portion of the Quantities of such Products at the Prices referenced on the Confirmation (and Buyer shall be obligated to so purchase) or terminate the Agreement, with no liability for Seller. Notwithstanding the foregoing, if Seller elects, in its discretion, to sell Products described in the Confirmation to Buyer and no Branded Agreement is in effect, such sale shall be governed by Buyer's standard terms and conditions relating to unbranded sales of such Products at the Terminals from which they are delivered (an "Unbranded Sale") and a reference to such terms and conditions shall (solely with respect to such Unbranded Sale) replace any reference to Branded Agreement(s) set forth in this Agreement (other than in this sentence).

No Modification of Branded Agreement. Buyer specifically acknowledges and agrees that nothing contained in this Agreement shall ever be construed to modify any of the terms and conditions set forth in any Branded Agreement, including, but not limited to, any provisions relating to the term of such Branded Agreement. Buyer also specifically acknowledges and agrees that nothing in this Agreement is intended, nor shall ever be construed, to constitute a waiver by Seller of any rights Seller has under such Branded Agreement, or any other agreement between Buyer and Seller. Further, Buyer specifically acknowledges and agrees that this Agreement is not, and shall not ever be construed to be, any type of franchise relationship under any federal, state, or local law, including, but not limited to, the federal statute generally referred to as the Petroleum Marketing Practices Act.

Obligation to Purchase and Sell. Subject to the terms and conditions set forth herein and in the Branded Agreements, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, those certain Quantities of those certain Products at those certain Terminals during the Delivery Period and at the Prices identified in the Confirmation. Unless expressly set forth in the Confirmation, Buyer may take delivery of the Products at any time during the Delivery Period. Unless a separate Quantity is specified for certain Products at specific Terminals, Buyer may take delivery of the identified Quantity of any of the Products at the respective Terminals for such Products identified in the Confirmation. Buyer agrees that it shall use the Manifest Management function within the Customer Portal to properly manage and appropriately assign all Product purchased under this Confirmation.

Delivery. Unless the Delivery Terms in the Confirmation identify otherwise, the Product hereunder shall be delivered FOB Terminal (as defined in the Branded Agreements) and on such other terms as may be set forth in the applicable Branded Agreement.

Price. Seller shall invoice Buyer, and Buyer shall pay Seller, for each gallon of Product delivered hereunder, the per gallon Price identified in the Confirmation for delivery such Product at the Terminal from which, and during the Delivery Period when, it was delivered. The Price may be referenced on the Confirmation as either a:(i) a fixed per gallon price (a "Fixed Price"), or (ii) a formula that may be used to determine the Price for a Product or Products at certain delivery Terminals during certain Delivery Periods (the "Formula Price"). Unless otherwise set forth in a Confirmation, Contract Types identified as a (i) **Forward Single Month, Multiple Month, Average Strip, Single Month EFP, Multi Month EFP, Average Strip EFP, Storage** and **Prompt- Branded** are generally determined using a Fixed Price ("Fixed Price Contracts"), (ii) **Basis Forward Contract** and **Branded Floating NYMEX** are generally determined using a Formula Price ("Formula Contracts").

Product Upgrade. Other than with respect to Confirmations designated with a Contract Type of "Prompt-Branded" or "Storage" or with respect to any other Confirmation that expressly prohibits a Product adjustment described in this sentence, Customer may (subject to paying the Price Differential defined below) take delivery of (i) any grade of gasoline available at the delivering Terminal in lieu of any grade of gasoline identified as a Product on the Confirmation (a "Gasoline Upgrade"), and (ii) any grade of distillate available at the delivering Terminal in lieu of any grade of distillate identified as a Product on the Confirmation (a "Distillate Upgrade", which together with a Gasoline Upgrade is referred to herein as a "Product Upgrade"). In the event of a Product Upgrade, Customer agrees that it shall, in addition to all other amounts hereunder, pay a per-gallon amount (the "Price Differential") equal to the positive difference on the day of lift between the branded "rack" price at the Terminal where the Product is delivered between: (i) the delivered Product, and (ii) (a) the gasoline product identified in the Confirmation, in the case of Gasoline Upgrade, or (b) the distillate product identified in the Confirmation. Even though not expressly identified in the Confirmation, the Price Differential shall be treated as part of the Price hereunder.

Payment. All amounts hereunder shall be payable as set forth in the applicable Branded Agreement.

Formula Pricing. The specific Formula Price for each Product shall be identified in the Price section of each Formula Contract, and generally involves adding the applicable Basis to the NYMEX Price.

Definitions:

Basis. The Basis to be used in determining the per-gallon Price for each Product delivered using a Formula Price shall be that certain number identified in the Confirmation as the Basis for such Product at the Terminal where, and during the Delivery Period when, such Product is delivered.

NYMEX Price (Locked or Floating). Confirmations using a Formula Price may include a reference to a "NYMEX Price on the Day of Lift" or a "Locked NYMEX Final Price" (each, a "NYMEX Price"). The value of the NYMEX Price component of the Formula Price is determined by Seller as of the applicable Determination Date (defined below) based on: (i) for gasoline products, the New York Mercantile Exchange ("NYMEX") RBOB Gasoline Futures price on the applicable Determination Date, and (ii) for all distillate products, NYMEX NY Harbor ULSD Futures price on such Determination Date.

Determination Date. The "Determination Date" for setting the NYMEX Price will be: (i) the Floating Contract Price Date (defined below) for all Confirmations containing a Formula Price referencing NYMEX Price on the Day of Lift ("Floating Contracts"), and (ii) the Lock Date, for all Confirmations containing a Formula Price referencing Locked NYMEX Final Price (a "Locked NYMEX Contract").

- **Floating Contracts Price Date**. For Floating Contracts, the Seller will determine the NYMEX Price for a Product as of the date the Product is delivered from the Terminal (the "Floating Contract Price Date").

- **Setting the Lock Date.** For Locked NYMEX Contracts, Buyer may notify Seller of its intention to select the Determination Date by notifying Seller a current or future date within the NYMEX Month (identified in Confirmation) by providing Seller notice of such date (via phone at Seller's phone number identified in the Confirmation) on or before the Lock Deadline and between the hours of 8:15 a.m. and 1:15 p.m. Central Standard Time on a day the Seller is open for business (a "Lock Notice"). If Buyer fails to notify Seller of its intent to set a Determination Date in the manner described above, the Determination Date shall be the date of the Lock Deadline. Once the Determination Date has been set pursuant to the terms of this paragraph, the NYMEX Price will be deemed to be "Locked" and such Determination Date may also be referred to herein as the "Lock Date".

- **Determining the Locked NYMEX Price.** Once a Lock Date has been set under a Locked NYMEX Contract, Seller may determine the NYMEX Price as of any time on such Lock Date, provided, however, Seller shall make commercially reasonable efforts to make such determination as soon as practicable following receipt of any Lock Notice. Once determined, Seller shall send to Buyer an amendment to the Confirmation identifying the NYMEX Price determined by Seller for such Product(s), which shall be accepted or modified in the same manner as acceptance or modification for Confirmations (described above).

- **Applicability of the Determination Date.** The Determination Date shall apply to all Products at all Terminals listed on the Confirmation for which a Formula Price is used and, once set, shall apply to all deliveries of Product during the Delivery Period. Buyer may not take delivery of any Products under the Confirmation until the Determination Date has been set.

Change in Contract Type: Locked NYMEX Contract and Floating Contracts . Provided that the NYMEX Price has not been Locked, Buyer may change the method of determining the NYMEX Price in a Confirmation, from a "Locked NYMEX Final Price" to a "NYMEX Price on the Day of Lift" at any time prior to the Determination Date by sending Seller a notice (via phone at Seller's phone number identified in the Confirmation) and between the hours of 8:15 a.m. and 1:15 p.m. Central Standard Time on a day the Seller is open for business. Buyer may also change the method of determining the NYMEX Price in a Confirmation, from a "NYMEX Price on the Day of Lift" to a "Locked NYMEX Final Price" at any time prior to the 20th day of the first month of delivery under such Confirmation, provided that no deliveries of Product have been assigned to such Confirmation in the Customer Portal, by delivering Seller a notice (via phone at Seller's phone number identified in the Confirmation) and between the hours of 8:15 a.m. and 1:15 p.m. Central Standard Time on a day the Seller is open for business. As soon as practicable following a change in method of determining NYMEX Price as defined in this paragraph, Seller shall deliver to Buyer an amendment updating the terms of the Confirmation to reflect the changes in this paragraph, which shall be accepted or modified in the same manner as acceptance or modification for Confirmations (described above).

Exchange for Physical. If the Confirmation includes a reference to "EFP" within the Contract Type description (an "EFP Contract"), the parties have elected to determine the Base Product Price by executing an Exchange for Physical (EFP) transaction in accordance with the rules and regulations of NYMEX. In such a case, Buyer will deliver to Seller for each Product thereunder a quantity of NYMEX futures contracts for the applicable Base Product (defined below) for the applicable NYMEX Month equal to the physical quantity of Product sold to Buyer under the Confirmation, rounded to the nearest 1,000 barrels. All EFP transactions must be completed prior to the last trading day of the applicable futures contract, at the price agreed to in the Confirmation- which shall be, for EFP Contracts, the Base Product Price.

Quantities. The Quantities in the Confirmation should be in 42,000 gallon increments. Buyer will be subject to a mini contracting fee determined by Seller in the event a Confirmation contains less than 42,000 gallon increments.

Renewable Identification Numbers. Unless expressly identified to the contrary on the Confirmation, Product delivered hereunder shall be delivered without any associated Renewable Identification Numbers (RINS).

Time of Delivery : In the event Buyer does not take delivery of all Quantities of Product under a Confirmation on or before 11:59 p.m. on the last day of the Delivery Period: Buyer shall pay to Seller the sum of (i) the difference (if positive) between the Price identified on the Confirmation for the Default Product (defined below) and the rack price for such Product at the Default Terminal (defined below) on the last business day of the Delivery Period for each gallon of Product remaining undelivered from the Quantities identified on the Confirmation (the "Undelivered Gallons"), and (ii) a fee equal to (a) one cent on all Undelivered Gallons up to the total number of gallons of the Products purchased by Buyer from Seller under Branded Agreements during the Delivery Period ("Covered Gallons"), and (b) five cent(s) per gallon on all Undelivered Gallons in excess of Covered Gallons. The term "Default Terminal" as used in this paragraph shall mean either (i) the Terminal where the largest quantity of Product has been lifted under the Confirmation, or (ii) if no products were delivered under the Confirmation, the Terminal identified on the Confirmation from which Buyer has taken delivery of the largest quantities of product outside of the Confirmation. The term "Default Product" shall mean that Product identified on the Confirmation with the highest Price as of the end of the Delivery Period.

Deadlines Not Falling on Business Days: In the event any date set forth in this Agreement does not fall on a day that the Seller is open for business, such date shall be automatically moved to the immediate preceding day that the Seller is open for business.

Interpretation. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law. The Parties acknowledge that the Agreement is a "Forward Contract" as defined in the US Bankruptcy Code (11 USC Sec. 101(25)).

Definitions. For the purposes of this Agreement, all capitalized terms not otherwise defined hereunder shall have the meaning set forth in the Confirmation. Any capitalized terms not defined in either these Terms or the Confirmation, shall have the meaning set forth in the applicable Branded Agreement. In addition, for the purpose of interpreting the provisions set forth herein:

The "Seller" hereunder shall have the same meaning as Cenex under the Branded Agreements.
The "Buyer" hereunder identified in the Confirmation is the same as the Marketer (under the Branded Petroleum Marketer Agreement) or Distributor (under a Branded Petroleum Distributor Agreement).
This Agreement is a Fixed Price Contract as set forth in the Branded Agreements
The use of the term Agreement herein shall not impact or modify the use of the term Agreement within the Branded

Agreements to refer to each such respective agreement.
The Terminals applicable to this Agreement are set forth in the Confirmation and are not all Terminals identified in the Branded Agreements.
The only Products delivered permitted to be delivered hereunder are Branded Fuels that are identified in the Confirmation or delivered as part of a Product Upgrade

Acceptance. Buyer agrees that once these Terms are accepted, they shall apply to all Confirmations issued by Seller to Buyer referencing these Terms. To the extent that any other terms exist having the same name as these Terms, those terms are hereby superseded and replaced in their entirety. Buyer may accept these Terms by (i) signing and returning these Terms to Seller, or (ii) electronically by signing or otherwise acknowledging of acceptance of these Terms within the Customer Portal or by any other method approved by Seller.

BUYER:

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BY:____________________________

Its: ___________________________

Date:__________________________

Seller: [INSERT SELLER'S NAME]

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Its: Authorized Representative.