CENEX STORAGE PROGRAM TERMS AND CONDITIONS

1. APPLICATION OF TERMS AND CONDITIONS. These CENEX STORAGE PROGRAM TERMS AND CONDITIONS (the "Terms and Conditions") shall apply to any document (a "Cover Page") expressly incorporating these Terms and Conditions into such document. The term "Agreement" as used herein shall mean the Cover Page taken together with these Terms and Conditions, each as may be amended from time-to-time. No terms or conditions in Customer's purchase orders or other forms or communications with Cenex shall apply, even if Cenex delivers goods or services identified therein. Trade custom, trade usage and past performance are superseded by the terms of this Agreement.

2. DEFINITIONS. For the purposes of this Agreement: **(a)** "Branded Agreement" shall mean that certain Branded Petroleum Marketer Agreement or that certain Branded Petroleum Distributor Agreement entered into between Cenex and Customer under which Eligible Fuel is purchased (in the manner set forth in this Agreement) for participation in this Program; **(b)** "Branded Fuels" has the meaning set forth in Customers Branded Agreement; **(c)** "Designated Tank(s)" means that certain storage at the Terminal designated by Cenex for use in the Program; **(d)** "Final Delivery Date" means end of the Lease Term; and **(e)**"Program Year" means a period during the Lease Term (defined below) that **(i)** begins on the Program Start Date and ends on the date occurring one year thereafter, or **(ii)** each successive one year period starting on an anniversary of the Program Start Date and ending on the date occurring one year thereafter. All other capitalized terms not otherwise defined in these Terms and Conditions shall have the meaning set forth on the Cover Page or, if not defined on the Cover Page, as set forth in the Customer's Branded Agreement.

3. LEASE. Cenex hereby agrees to lease to Customer, and Customer hereby agrees to lease from Cenex, the Storage Quantity in the Designated Tank(s), pursuant to, and in accordance with, all the terms and conditions set forth in this Agreement. Customer specifically agrees that nothing in this Agreement is intended, nor shall be construed, to suggest that Customer has an exclusive right to lease storage in the Designated Tank(s) at the Terminal from Cenex at any time, including, but not limited to, during the Lease Term. Customer acknowledges Cenex has a limited amount of storage available at the Terminal, Customer agrees that it fully understood the process used by Cenex to allocate storage among Cenex customers prior to entering into this Agreement and Customer waives any rights or claims it may have arising from or in any way relating to allocation of storage by Cenex under the Program. Customer specifically agrees that it shall have no right to sublease any portion of the Designated Tank(s) to any third party, or to place quantities of any product in the Designated Tank(s), other than Eligible Fuel purchased from Cenex pursuant to, and stored in accordance with, this Agreement.

4. LEASE TERM. This Agreement shall be in full force and effect commencing on the Program Start Date and it shall terminate automatically, without notice, at 11:59 p.m., central time, on the Program End Date, unless sooner terminated as provided for herein (the "Lease Term").

a. Early Termination by Cenex. At its sole option, notwithstanding any other provision set forth in this Agreement, in the event that Customer fails, or refuses, to comply with any provision of this Agreement, or if Customer makes any representation and/or warranty in this Agreement that is false and/or misleading in any respect when made, then Cenex shall have the right to elect to terminate this Agreement unless Customer has cured such breach in accordance with the provisions of this **subsection a.** To effect any such termination, Cenex shall give Customer at least thirty (30) days written notice prior to the effective date of such termination, setting forth the reason(s) for termination. Customer shall have the right to cure such breach within fifteen (15) days of the date of such termination notice. If such breach is fully cured by Customer within such time period, then such notice of termination to Customer shall be void. However, if such breach is not fully cured by Customer within such time period, then such termination shall be effected pursuant to, and in accordance with, provisions of such notice of termination. The exercise by Cenex of any rights reserved under this **subsection a** shall be without prejudice to any claim for damages or any other right under this Agreement and/or under applicable law.

b. Early Termination by Customer. 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 Customer 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 b.** To effect any such termination, Customer 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. The exercise by Customer 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. Early Termination - Customer's Branded Agreement. Cenex and Customer each specifically acknowledge and agree that the continued effectiveness of this Agreement shall be contingent on terms and conditions of the Customer's Branded Agreement(s) remaining in effect through the end of the Lease Term. Accordingly, Cenex and Customer specifically agree that, notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate automatically, without notice, upon expiration, or non-renewal, or cancellation, or other termination of all of Customer's Branded Agreements or removal of the Terminal from Customer's Branded Agreements, with the effective date of termination of this Agreement to be the same date as the effective date of any such expiration, non-renewal, cancellation, termination or removal, subject to **Section 4.e.**

d. Early Termination – Termination of Program. Notwithstanding anything to the contrary in this Agreement, Cenex reserves the right, in its sole discretion, to terminate the Program at the Terminal at any time for any reason or for no reason. In the event Cenex elects to terminate the Program, Cenex shall deliver to Customer a notice identifying the Program termination and the date on which it will become effective (the "Program Termination Date"). This Agreement will automatically terminate, without further action or notice of Cenex, on the Program Termination Date, subject to **Section 4.e**.

e. Survival. All representations, warranties, undertakings, covenants, promises, and agreements of both Cenex and Customer that, expressly or by their nature, survive expiration or termination of this Agreement, including, but not limited to, Customer's monetary obligations as set forth 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 , 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.

5. PROGRAM QUANTITIES. Following payment of the full amount of the Lease Storage Fee (as provided below), Customer, subject to the terms and conditions of this Agreement, will be able to purchase quantities of Eligible Fuel under the Program as follows:

a. Initiating Purchase. In the event that Customer desires, at its sole option, to purchase a quantity of Eligible Fuel under the Program, Customer must contact an authorized representative of Cenex by telephone, and advise Cenex of the quantity of Eligible Fuel that it desires to purchase under the Program; and further provided, that such telephone call must occur between the hours of 8:15 a.m. central time and 4:15 p.m. central time on a business day.

b. Available Quantity. A purchase of Eligible Fuel under the Program may only occur if the quantity associated with such purchase is at least 15,000 gallons and not greater than the quantity by which the Storage Quantity exceeds the "Exchange Balance" (as described in **Section 8**. herein) at the time of such telephone call (the "Available Quantity").

c. Program Price. Cenex shall provide a quote to Customer of the price per gallon that is available to Customer as of the time of such telephone call (the "Program Price").

d. Customer Offer. In the event that Customer decides, at its sole option and discretion, that it has a business interest in purchasing a quantity of Eligible Fuel under the Program at the Program Price, Customer shall communicate such decision during such telephone call (the "Customer Offer").

e. Cenex Acceptance. In the event that Customer has made a Customer Offer to Cenex, Cenex shall have the right, at its sole option and discretion, to determine whether or not to accept such Customer Offer. Customer specifically agrees that, notwithstanding anything to the contrary herein, Cenex shall have absolutely no obligation to accept any Customer Offer. In the event that Cenex, decides, at its sole option and discretion, to accept a Customer Offer, it shall communicate such decision during such telephone call (the "Cenex Acceptance").

f. Binding Agreement. It is the specific intent of Customer and Cenex that in the event that Customer has communicated a Customer Offer to Cenex during a telephone conversation, and Cenex has communicated a Cenex Acceptance to Customer during the same telephone conversation, such Customer Offer and Cenex Acceptance shall create a binding agreement, which shall be effective as of the moment that Cenex communicates such Cenex Acceptance to Customer (the "Binding Agreement").

g. Terms of Binding Agreement. Each such Binding Agreement shall incorporate all the terms and conditions of this Agreement, as if all such terms and conditions of this Agreement were specifically included in each such Binding Agreement.

h. Confirmation. As soon as practicable after a Binding Agreement has occurred, Cenex shall send a confirmation to Customer memorializing the specific quantity of Eligible Fuel under the Program and Program Price applicable to such Binding Agreement, via electronic mail , unless the parties have agreed to an alternative method. As to each such confirmation, both Cenex and Customer specifically agree to the following provisions:

i. The specific terms set forth in any such confirmation shall not be construed as an offer by Cenex, but shall be construed as a written confirmation of the specific terms of a Binding Agreement.

ii. The enforceability of any such confirmation is not conditioned upon Customer's signing and/or returning any such confirmation sent by Cenex to Customer.

iii. Each such confirmation sent by Cenex to Customer shall be deemed to accurately reflect the terms of the Binding Agreement between Cenex and Customer, unless Customer has provided a written notice (the "Error Notice") to Cenex that Customer believes one or more provisions of such confirmation are in error, which notice must be transmitted via electronic mail to Cenex as provided in **Section 14** so that Cenex has received such electronic mail not later than the earlier of (the "Final Notice Date"): (i) the time Customer has loaded out the Exchange Quantities (defined in **Section 7**) applicable to such Binding Agreement from the Terminal, or (ii) two (2) business days after the business day on which Cenex transmitted such confirmation to Customer via email. Unless Customer has provided an Error Notice in accordance with provisions as set forth herein, Customer shall be deemed to have waived any complaint or objection as to any of the provisions of such confirmation and such Binding Agreement.

6. TITLE. Notwithstanding any of the terms and conditions of Customer's Branded Agreement(s), Cenex and Customer agree that, to the fullest extent permitted by law, delivery of Eligible Fuel under any Binding Agreement shall occur by means of a "Book Transfer" (defined to be a transfer of ownership on paper without any physical delivery), and title to, risk of loss, and all liability with respect to the quantities of Eligible Fuel purchased by Customer from Cenex identified in a Binding Agreement issued pursuant to, and in accordance with, the provisions of this Agreement (the "Title to Program Quantities"), shall pass from Cenex to Customer FOB Terminal, free and clear of all liens and encumbrances, on the Final Notice Date related to the applicable Binding Agreement.

7. EXCHANGE QUANTITY. Simultaneous with each transfer of Title to Program Quantities to Customer from Cenex, Customer shall be deemed to deliver to Cenex, by means of a Book Transfer a quantity of Eligible Fuel identical to the quantity of Eligible Fuel delivered by Cenex to Customer by Book Transfer in such transfer of Title to Program Quantities (the "Exchange Quantity"), in exchange for Cenex' agreement to deliver such Exchange Quantity to Customer, by deliveries at the Terminal to a "Carrier" (as such term is defined in Customer's Branded Agreement(s)) (each, a "Truckload Delivery") during a period of time beginning on the date of such transfer of Title to Program

Quantities to Customer from Cenex, and ending on the last day of the Final Delivery Date. To the fullest extent permitted by law, title to, risk of loss, and all liability with respect to each Exchange Quantity of Eligible Fuel delivered by Customer to Cenex pursuant to, and in accordance with, the provisions of this Agreement shall pass from Customer to Cenex FOB Terminal. Customer shall transfer to Cenex title to the Exchange Quantity free and clear of any and all liens or encumbrances. The Exchange Quantity applicable to a Binding Agreement shall be determined on a First-in-First-Out Basis.

8. EXCHANGE BALANCE. Customer specifically agrees that all of its obligations set forth in Customer's Branded Agreement(s) in respect of a Carrier loading Branded Fuels at, and transporting such Branded Fuels from, a delivering terminal, shall be applicable to any Carrier loading quantities of Eligible Fuel at the Terminal included in the Exchange Quantity. Quantities of Eligible Fuel included in the Exchange Quantity delivered to Customer via a Truckload Delivery shall be determined in accordance with provisions of Section 5.(c) of Customer's Branded Agreement(s) (the "Truckload Delivery Quantity"). The Exchange Quantity will be reduced by the Truckload Delivery Quantity associated with such Truckload Delivery, with each reduction creating a new "Exchange Balance". Customer shall be solely responsible to ensure that all the quantities of Eligible Fuel at the Terminal included in any Exchange Quantity have been removed not later than the respective Final Delivery Date. Customer agrees that, in the event that it has failed to load all of the quantities of Eligible Fuel included in any Exchange Quantity at the Terminal prior to 11:59 p.m. central time on the Final Delivery Date, Cenex may, in its sole discretion, elect at any time thereafter to purchase all such quantities of Eligible Fuel from Customer, for an amount equal to twelve cents ($.12) per gallon, at which time title of such quantities of Eligible Fuel will transfer to Cenex, free and clear of all encumbrances.

9. OWNERSHIP OF EXCHANGE QUANTITY. Customer specifically agrees it has no ownership rights in the physical quantities of Eligible Fuel at the Terminal included in the Exchange Quantity.

10. COORDINATION WITH PROVISIONS OF CUSTOMER'S BRANDED AGREEMENT(S). Cenex and Customer specifically agree that, except as to the passage of title and risk of loss with respect to the Eligible Fuel sold and delivered by Cenex to Customer pursuant to, and in accordance with, the provisions of this Agreement, nothing contained in this Agreement shall ever be construed to modify any of the terms and conditions in Customer's Branded Agreement(s), or construed to constitute a waiver by Cenex of any rights Cenex has under Customer's Branded Agreement(s), or any other agreement between Cenex and Customer. Further, Cenex and Customer specifically agree that, as to each Truckload Delivery of Eligible Fuel pursuant to, and in accordance with, the provisions of this Agreement, all the rights and obligations set forth in Customer's Branded Agreement(s) associated with the sale and delivery by Cenex, and the purchase and acceptance of delivery by Customer, of Branded Fuels, shall apply to such Truckload Delivery of Eligible Fuel if such Eligible Fuel delivered by Cenex to Customer was a delivery of Eligible Fuel sold by Cenex to Customer FOB Terminal pursuant to, and in accordance with, the provisions of Customer's Branded Agreement(s) rather than a delivery of the Exchange Quantity pursuant to, and in accordance with, the provisions of this Agreement. Customer specifically acknowledges and agrees that this Agreement is not, and shall not ever be construed to be or create, 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, such relationship, if applicable, will only be created and governed by Customer's Branded Agreement(s).

11. MANFEST MANAGEMENT SYSTEM, APPLICATION OF PURCHASES. Customer must manage all deliveries under this Agreement in Cenex' Manifest Management System. In doing so, Customer agrees that it will identify in Cenex' Manifest Management System all Eligible Fuel purchased under this Agreement, as arising from and being delivered under this Agreement. Unless otherwise expressly agreed to by Cenex, Customer does not have right to take delivery of Eligible Fuel at the Terminal in any amount greater than the Exchange Balance. If Customer takes delivery of Eligible Fuel in excess of Customer's Exchange Balance without Cenex' consent, Customer shall pay to Cenex the rack price for such Eligible Fuel at the time of delivery and shall pay to Cenex, as liquidated damages, and not as a penalty, a $0.50 per gallon fee relating to the additional administrative expenses and burden that Cenex will incur as a result of the improper purchase. If Customer misapplies loads hereunder, Customer agrees that it shall pay to Cenex the amounts required under this Agreement and shall also pay to Cenex, as liquidated damages, and not as a penalty, a $0.50 per gallon fee relating to the additional administrative expenses and burden that Cenex will incur as a result of such misapplication. Customer and Cenex agree that the damages that would be incurred by Cenex in the event of improper purchase or misapplication described above would be significant and difficult to determine, and that the liquidated damages amounts identified in this paragraph are reasonable. In addition to the foregoing, improper purchase and/or misapplication described in this paragraph will be considered a breach by Customer of its obligations under this Agreement.

12. PAYMENT TERMS.

a. Lease Storage Fee. Each Program Year during the Lease Term, Customer shall pay the Lease Storage Fee to Cenex on or before the Due Dates set forth on the Cover Page of this Agreement. In the event that Cenex elects to terminate this Agreement at any time (other than a termination under **Section 4(a)** or **4(c)**), Cenex shall return to Customer that portion of the Lease Storage Fee determined by multiplying: (x) the total Lease Storage Fee paid by Customer to Cenex hereunder for the Program Year in which this Agreement is terminated, by (y) a fraction having the total days in the current Program Year of the Lease Term as the denominator and the number of days between the date of termination and the end of the current Program Year in the Lease Term as the numerator. In the event Customer terminates this Agreement prior to the end of the Lease Term, or the Agreement is otherwise terminated under **Section 4(a) or 4(c)**, Customer shall pay to Cenex an amount equal to the aggregate, remaining, unpaid Lease Storage Fees that Cenex would have earned under this each Agreement if it had not terminated prior to the end of the Lease Term.

b. Payment for Eligible Fuel. Unless Cenex has elected, in its sole discretion, to extend to Customer a line of credit, the Program Price for all Eligible Fuel purchased under each Binding Agreement hereunder shall be paid by Customer to Cenex at the time of the Binding Agreement for such Eligible Fuels. If Cenex has elected, in its sole discretion, to extend to Customer a line of credit, an invoice identifying the Program Price for the Eligible Fuel purchased under a Binding Agreement will be generated by Cenex and delivered to Customer, and the Customer shall pay all such amounts identified on the invoice in accordance with the terms set forth on such invoice and as provided in Cenex's credit policy (as may be revised from time-to-time). 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 Customer. EXECUTION OF THIS AGREEMENT BY CENEX SHALL

NOT CONSTITUTE APPROVAL OF A LINE OF CREDIT FOR CUSTOMER.

c. Other Amounts. In addition to the amounts described above, Customer shall pay to Cenex (regardless of whether the Program Price for the Eligible Fuels was paid at the time of the Binding Agreement or under terms set forth in an invoice) fees for additive and such environmental fees, taxes and other fees (other than direct storage fees) charged to Cenex which arise from or are related to storage at, and/or delivery from, the Terminal of the Eligible Fuel, which amounts shall be invoiced to Customer upon lifting.

d. Payment of Invoices. Customer agrees to pay all amounts identified on invoices hereunder in accordance with the terms set forth on such invoice, failure to do so constitutes a material breach 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. The foregoing is in addition, and not in lieu of, any other remedies available to Cenex under this Agreement or applicable law.

13. REGISTRATION. Customer represents and warrants that it is, and agrees that throughout the Lease Term it will be, registered as a taxable fuel registrant with the IRS (Form 637). Customer agrees to provide Cenex a valid notification certificate relating to such registration at any time, upon request.

14. NOTICE. Any notice, request, demand or other communication under this Agreement, shall be in writing (a "Notice"), and delivered by (a) depositing in the United States mail, postage prepaid, (b) electronic mail, (c) by or through an electronic form authorized by Cenex and posted by Cenex on a secure website, or (d) by any other electronic means authorized by Cenex in writing from time-to-time. 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. If a Notice is delivered via electronic mail or another manner permitted hereunder, notice shall be deemed properly served when received. All such Notices shall be properly addressed to the other party at its respective address as set forth on the Cover Page to this Agreement.

15. 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 Branded Agreement 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 Branded Agreement 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. Except as expressly set forth herein, this Agreement may be modified, altered, or amended only by a writing signed by the party against whom the amendment is to be enforced. Notwithstanding the foregoing, Cenex reserves the right, at its sole discretion, for any reason or no reason, to modify the Program and any terms associated therewith, at any time,

16. 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 Customer, and their respective permitted successors and assigns.

17. LIMITATION OF LIABILITY. EXCEPT AS PROHIBITED BY APPLICABLE LAW, CUSTOMER 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). CUSTOMER MUST FILE ANY SUIT OR ACTION ARISING OUT OF THIS AGREEMENT NO LATER THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH SUIT OR ACTION, OR SUCH SUIT OR ACTION SHALL BE BARRED. IN NO EVENT SHALL LIABILITY OF CENEX WITH RESPECT TO THE LEASE HEREUNDER EXCEED LEASE STORAGE FEE FOR THE PROGRAM YEAR IN WHICH THE FACTS GIVING RISE TO A SUIT OR ACTION TAKES PLACE.

18. INDEPENDENT CONTRACTOR. Cenex and Customer 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.

19. ASSIGNMENT. This Agreement may not be assigned or transferred by Customer, 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 Customer shall be binding on Cenex until it has first consented in writing to any such assignment. Any change of control of Customer, 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. 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.

20. GOVERNING LAW. The rights and obligations of the parties under the lease set forth herein shall be governed by the laws of the state in which the Terminal is located.

21. ENTIRE AGREEMENT. This Agreement together with the Customer's Branded Agreement contains the entire understanding between the parties hereto relating to the matters set forth herein. As of the Program Start Date Date, this Agreement together with Customer's Branded Agreement (as applicable) shall supersede all prior negotiations, representations, warranties, undertakings, covenants, promises, and/or agreements, whether oral or written, between Cenex and Customer with respect to the lease of the Designated Tank(s) at the Terminal. Cenex and Customer acknowledge and agree they have receive good, valuable and sufficient consideration for the undertakings set forth herein.