

CHS INC.

**PROPANE/NATURAL GAS LIQUIDS PURCHASES, SALES AND/OR
EXCHANGES GENERAL PROVISIONS ("Terms and Conditions")**

The underlying Terms and Conditions, and/or any other sales agreement that incorporates these Terms and Conditions by reference (hereinafter, collectively referred to as the "Confirmation"), together with the following Terms and Conditions, constitute the Agreement.

1. **PRODUCT PURCHASE AND SALE:** Buyer agrees to purchase and take delivery of Product from Seller, and Seller agrees to sell and deliver Product to Buyer, at the Delivery Point and in accordance with the terms of the Confirmation.

2. **DELIVERIES:** Unless otherwise specified in the Confirmation, Products sold by Seller shall be delivered into tank trucks, tank cars, vessels, or barges, supplied or arranged for by the Buyer, or into pipelines or storage facilities as directed by the Buyer. Deliveries shall be made by Seller to the Buyer during the delivering terminal's usual business hours, and at such times as may be required by the Buyer, provided that reasonable advance notice of each delivery has been supplied to Seller by the Buyer, along with all necessary shipping instructions. Seller agrees to furnish to Buyer copies of bills of lading and/or other applicable shipping documents as set forth in the Confirmation, which satisfy any and all legal and/or regulatory requirements and which evidence the transfer of the custody and/or title of Products delivered.

Seller and Buyer agree that the "**Delivery Point**" is that location specified in the Confirmation.

(a) If the Delivery Point is the Seller's facility, or a third party facility designated by Seller, and delivery of Product is made into rail cars or tank trucks, the Delivery Point is reached upon completion of sealing of each rail car or tank truck at the facility.

(b) If the Delivery Point is a facility other than a facility described in subsection 2.(a) above, and delivery of Product is made into rail cars or tank trucks, the Delivery Point is reached as Product crosses over the property line of the facility.

(c) If the Delivery Point is a pipeline, the Delivery Point is reached as Product passes the inlet or outlet flange, as the case may be, of the pipeline.

(d) If the Delivery Point is made by in tank inventory transfer, the Delivery Point is reached on the hour and date that the inventory transfer is booked.

If delivery is made in Seller's tank cars, or in any third party's tank cars designated by Seller, Buyer agrees to promptly accept such cars upon arrival at destination and notification of readiness from the delivering carrier. Buyer agrees to unload such tank cars within five (5) days of the earlier to occur of (i) constructive placement or (ii) actual placement at destination and promptly return such cars via the routing specified by Seller. Buyer shall pay Seller One Hundred-Twenty Five Dollars (\$125) per day per tank car beginning after the initial five (5) days and ending once the car(s) has been released back to the serving railroad by Buyer. Buyer shall reimburse Seller for any excess mileage charges, along with all other charges, fees and expenses, which may become due by reason of Buyer's failure to conform to Seller's return routing instructions. Buyer shall not divert any tank cars supplied by Seller without the express prior written consent of Seller.

3. **POSSESSION, TITLE AND RISK OF LOSS:** Unless otherwise specified in the Confirmation, possession of and title to Product, risk of loss of Product, and risk of damage or injury caused by Product, shall pass from Seller to Buyer at the Delivery Point. In the event that the Buyer's action and/or inaction results in any loss of, or damage to, the Products during the delivery/receipt process prior to the title to, risk

of loss, and liability passing to the Buyer pursuant to this provision, then the Buyer shall be liable for such loss of, or damage to, the Products that results from such action and/or inaction.

4. **VOLUMES:** The measurement of all volumes shipped or transported will be in accordance with standard industry practice at the time of measurement: (i) in the case of delivery into or from tank trucks and/or tank cars,

quantities shall be measured by calibrated meters or calibration tables; (ii) in the case of delivery into or from vessels and/or barges, quantities shall be measured by terminal tank gauges or calibrated meters; and (iii) in the case of delivery into or from pipelines or in to or from storage facilities, quantities shall be measured by calibrated meters or terminal tank gauges or other mutually acceptable method or device. The quantity of Product will be determined in accordance with the American Petroleum Institute ("API") Manual of Petroleum Measurement Standards and/or the Gas Processors Association ("GPA") standards and will be corrected for temperature to 60 degrees Fahrenheit by use of the Volume Correction/Reduction Tables as published by API and/or GPA and in effect on the date of shipment.

5. **QUALITY:** Seller hereby represents and warrants that Products delivered hereunder shall conform to the specifications for such Products as set forth in the Confirmation, provided that if the Confirmation does not set forth specifications, then Seller represents and warrants that Products delivered hereunder shall conform to the specifications established and published by the applicable pipeline and/or Product terminal.

6. **PRODUCTS COMPLIANCE WARRANTIES:** Seller represents and warrants that all the Products that it delivers pursuant to this Agreement shall be produced, stored, handled, sold, transferred, and delivered in full compliance with all applicable federal, state, and local laws, ordinance, orders, rules, and regulations. The Buyer certifies and warrants that (1) it is knowledgeable and aware that Product delivered hereunder is a hazardous material and that the Buyer is sophisticated and knowledgeable of (i) the hazards and risks associated with such Product, and (ii) the handling, receipt, transportation, storage and use of such Product, (2) it may lawfully receive, sell, use, and transport all Products it receives pursuant to this Agreement in interstate and intrastate commerce, and that it shall sell, offer for sale, dispense, supply, offer for supply, and transport all said Products in compliance with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations, and (3) it is knowledgeable and aware that odorant loss, degradation, adsorption and/or absorption may occur during the transportation and storage of Product and the resulting potential for lack of warning of Product presence.

7. **SAFE HANDLING AND ODORIZATION OF PRODUCT:**

(a) **Unodorized Product** - (i) Seller has no knowledge of how Buyer, its agents, contractors, employees or customers will handle, store, distribute or use Product to which odor has not been added ("Unodorized Product") and makes no warranty regarding the odorization of Product after risk and title or custody pass to Buyer or its transporter. It is recommended that Buyer provide its agents, contractors, employees and customers with information regarding the characteristics of Unodorized Product and how those characteristics relate to, or affect, the transportation, handling, storage, distribution, resale or use of Unodorized Product. Buyer acknowledges that Seller is not obligated to provide any Product information or warnings to Buyer's agents, contractors, employees or customers concerning transportation, handling, storage, distribution, resale or use of Unodorized Product. Each Party agrees that it will comply with the statutes, laws, ordinances and regulations of any authority having jurisdiction and with all obligations imposed on such Party by law or under this Agreement for the transportation, handling, storage, distribution, resale or use of Unodorized Product. (ii) Seller will add odorant to propane Product unless Buyer requests Seller not to add odorant which request Seller may decline if Seller believes the provision of Unodorized Product to be contrary to applicable law. (iii) **BUYER IS LIABLE FOR, AND WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, AND SELLER'S OFFICERS, DIRECTORS, INSURERS, AGENTS, CONTRACTORS AND EMPLOYEES, AGAINST ACTIONS (INCLUDING ANY ACTION TAKEN BY A GOVERNMENT AUTHORITY), CLAIMS, DEMANDS, LOSSES, COSTS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES BROUGHT AGAINST SELLER AND/OR SELLER'S OFFICERS, DIRECTORS, INSURERS, AGENTS, CONTRACTORS AND EMPLOYEES, OR THAT THEY SUSTAIN, PAY OR INCUR BY REASON OF BUYER REQUESTING AND RECEIVING UNODORIZED PRODUCT FROM SELLER.**

(b) **Odorized Product** - (i) Seller has no knowledge of how Buyer, its agents, contractors, employees or customers will handle, store, distribute or use Product to which odor has been added ("Odorized Product") and makes no warranty regarding Product or ethyl mercaptan after title or custody of these materials passes to Buyer. It is recommended that Buyer provide its agents, contractors, employees and customers with information regarding the characteristics of Odorized Product and ethyl mercaptan (including odorant fade) and how those characteristics relate to, or affect, the transportation, handling, storage, distribution, resale or use of Odorized Product, and the limitations of any odorization, including ethyl mercaptan. Buyer acknowledges that Seller is not obligated to provide any Product information or warnings to Buyer's agents, contractors, employees or customers concerning

transportation, handling, storage, distribution, resale or use of Odorized Product. Each Party agrees that it will comply with the statutes, laws, ordinances and regulations of any authority having jurisdiction and with all obligations imposed on such Party by law or under this Agreement for the transportation, handling, storage, distribution, re-sale or use of Odorized Product. Buyer acknowledges that with proper handling, storage, distribution and use of Odorized Product, odorant such as ethyl mercaptan has proven to be a very effective warning device, but all odorants have certain limitations. The effectiveness of odorization may be diminished by a person's sense of smell, by competing odors and by oxidization, any of which may give rise to a potentially dangerous situation. Odorant degradation may also occur in tank cars or other pressure vessels that have recently been returned to service following internal cleaning.

(ii) Unless Buyer expressly requests Unodorized Product in the Confirmation under a particular transaction then Seller shall add a quantity of odorant sufficient to meet the requirements of the jurisdiction where the facility that produced the Product is located (the "Loading Facility"). **BUYER SHALL BE RESPONSIBLE FOR ENSURING PRODUCT CONTAINS A QUANTITY OF ODORANT SUFFICIENT TO MEET THE REQUIREMENTS OF THE JURISDICTION OF THE ULTIMATE DESTINATION OF PRODUCT WHEN PRODUCT ARRIVES AT SUCH DESTINATION. SELLER MAKES NO WARRANTY THAT ODORIZATION OF PRODUCT WILL: (A) MEET THE REQUIREMENTS OF THE JURISDICTION OF THE DELIVERY POINT (IF DIFFERENT THAN THE JURISDICTION WHERE THE LOADING FACILITY IS LOCATED); AND (B) WILL NOT HAVE SUFFERED FROM ODORANT FADE, LOSS OR DEGRADATION SINCE LEAVING THE LOADING FACILITY.** Buyer shall not accept delivery of Odorized Product unless it is accompanied by shipping documents indicating that it has been odorized in compliance with this Agreement and disclosing when, where, by whom and how much ethyl mercaptan or other odorant, as applicable, has been added to Product. Prior to receiving Product at the Delivery Point Buyer shall inspect Product to confirm that it is odorized to Buyer's satisfaction. Where the Delivery Point is a facility belonging to a third party under contract with the Seller, Seller shall ensure Buyer is entitled to access such facility for the foregoing purpose. Seller shall prepare and retain documentation identifying when, where, by whom and how much odorant has been added to Product at the Loading Facility and Seller will make such documentation available to the Buyer upon request. (iii) **BUYER IS LIABLE FOR, AND WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, AND SELLER'S OFFICERS, DIRECTORS, INSURERS, AGENTS, CONTRACTORS AND EMPLOYEES, AGAINST ACTIONS (INCLUDING ANY ACTION TAKEN BY A GOVERNMENT AUTHORITY), CLAIMS, DEMANDS, LOSSES, COSTS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES BROUGHT AGAINST SELLER AND/OR SELLER'S OFFICERS, DIRECTORS, INSURERS, AGENTS, CONTRACTORS AND EMPLOYEES, OR THAT THEY SUSTAIN, PAY OR INCUR BY REASON OF OR RELATED TO ODORANT FADE, TOTAL OR PARTIAL LOSS OF ODORIZATION, OR LACK OF ODORIZATION OF PRODUCT EXCEPT WHERE SUCH ODORANT FADE, TOTAL OR PARTIAL LOSS OF ODORIZATION, OR LACK OF ODORIZATION HAS RESULTED FROM FAILURE OF SELLER TO COMPLY WITH THIS SECTION 7.(b).**

8. **COMPLAINTS/OBJECTIONS:** In the event that the Buyer has any complaints or objections as to the quantity or quality of Products delivered to it by Seller pursuant to the Confirmation, the Buyer shall notify Seller no later than two (2) business days after its receipt of specific Products for which it has a complaint or objection, and shall make such Products available to the Seller for its own investigation. Any such notification shall state with particularity the basis for the complaint or objection. In the event that Buyer has failed to comply with the provisions of this section, it shall be deemed to have waived any complaint or objection as to such specific Products.

9. **WARRANTIES:** Seller represents that any delivery hereunder shall constitute a warranty that it possesses good and marketable title to all the Products delivered by it to the Buyer, and that all such Products delivered are free from all liens and encumbrances except as is set forth in this Agreement. **UNLESS OTHERWISE EXPRESSLY STATED IN THE CONFIRMATION, OR IN THESE GENERAL PROVISIONS, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO THE PARTIES.**

10. **LIMITATION OF LIABILITY:** The parties hereto do specifically agree that **UNLESS OTHERWISE EXPRESSLY STATED IN THE CONFIRMATION, OR IN THESE GENERAL PROVISIONS, a**

party's exclusive remedy for any and all losses or damages resulting from the delivery or receipt of Products pursuant to this Agreement including, but not limited to, any claim of breach of warranty, breach of contract, negligence, or strict liability, shall be limited to the replacement value of the particular Products for which a claim is proved. **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

11. FAILURE TO PURCHASE: Any failure by the Buyer to purchase and take delivery of Products which Seller attempts to deliver pursuant to terms of the Confirmation shall constitute a breach of the Underlying Sales Agreement, and Seller shall have the option of terminating the Confirmation upon notice to the Buyer and/or proceeding against the Buyer for damages resulting from the Buyer's failure to perform.

12. PAYMENT: Seller shall invoice the Buyer for Products sold and delivered hereunder, and all such invoices will be due for payment according to terms established in the Confirmation, and as shall be provided in the credit policy of Seller. Seller may extend credit to the Buyer on such terms as it may specify from time to time, and unless Seller extends credit to the Buyer, the Buyer shall either pay cash to Seller at least two (2) days in advance of a scheduled delivery or provide an irrevocable letter of credit in a form and format and from a bank acceptable to Seller at least three (3) days prior to any scheduled delivery. Seller reserves the right to modify or withdraw such credit terms at any time, for any or for no reason, upon notice to the Buyer. In the event that any payment of an amount owed to Seller is not paid in accordance with the terms of this section, Seller shall be allowed to impose a late payment charge on the Buyer in an amount not to exceed the maximum amount allowed by law, or one and one-half percent (1 1/2%) per month, whichever is the lower amount, for each month (or part thereof) which elapses from the due date to the date payment is received by Seller. Any failure by the Buyer to comply with Seller's credit requirements within specified time limits or to pay for any Products which have been delivered by Seller pursuant to terms of the Confirmation in accordance with the terms of this provision and of the Confirmation shall constitute a breach of the Confirmation, and Seller shall have the option of terminating the Confirmation upon notice to the Buyer and/or proceeding against the Buyer for damages resulting from the Buyer's failure to perform.

13. TAXES: Any and all applicable taxes, duties, tolls, fees, charges, or any other exactions (collectively to be called "taxes"), now or hereafter imposed by any federal, state and/or local governmental or tribal authority upon, measured by, incident to, or as a result of any delivery by Seller pursuant to the Confirmation, or the transportation, importation, production, manufacture, transfer, use, or ownership of the Products that are the subject matter of the Confirmation, shall be the liability and responsibility of the Buyer, and in the event that Seller is obligated to pay any such taxes, the Buyer shall promptly reimburse Seller for any taxes paid by Seller.

14. ASSIGNMENT: This Agreement shall not be assigned by either party, without advance written consent of the other party hereto, which consent can be withheld for any reason, and no attempted assignment of this Agreement shall be binding on the non-assigning party until such party shall have first consented in writing to such assignment. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of, and become binding, upon all respective successors and permitted assigns of the parties hereto.

15. FORCE MAJEURE: Neither party shall be responsible for or liable to the other party herein for any loss or damage resulting from any delay or for failure to make or accept deliveries caused by or arising out of acts of God, by the elements, floods, fires, explosions, storms, tidal waves, earthquakes, wars, military operations, riots, national emergency, insurrections, civil disturbances, acts or restrictions of civil or military authority or governmental offices acting under some chain of authority, by any governmental regulations, or any law, rule, order, or action of any court of the federal, state, or local government, by strikes, lockouts, differences with workers, or other labor disturbances, breakage of tankage or pipelines, or when supplies of Products covered by this Agreement, or facilities of production, manufacture, transportation or distribution which otherwise would be available to either party, are impaired by causes beyond such party's control, or by failure or shortage of raw materials necessary to the manufacture of any Products to be delivered hereunder, or by governmental proration or regulation, or, without limitation of the foregoing, on account of any causes that are beyond the reasonable control of the party requesting to be excused from its performance under this Agreement. Upon such party's giving of notice and full particulars of such force majeure to the other party, the obligations of the parties shall be suspended from the date of the giving of such notice and for the continuance of any inability to perform that is so caused. If either party is excused from its performance under this Agreement, then, at the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so excused. If by reason of any such circumstances, Seller's supply of Products covered by this Agreement shall be insufficient to meet all of its delivery requirements, then Seller shall have a right, at its option, and without liability to the Buyer, to apportion its available supplies among any and all parties to which it is obligated to make deliveries, including its affiliated

divisions and companies, in such manner as Seller reasonably believes fair and equitable, including, but not limited to, an allocation based on historical or planned deliveries; Seller shall have no obligation to make up any shortages to the Buyer resulting from any allocation hereunder. Notwithstanding the provisions of this section, nothing contained in this Agreement shall be construed to relieve Buyer of its obligations to pay in full any amounts that are due for all of the Products actually delivered and received hereunder. Further, no curtailment or suspension of deliveries or acceptance of deliveries pursuant to this section shall operate to extend the period of the Agreement.

16. FINANCIAL RESPONSIBILITY: If, during the term of this Agreement, the Buyer's payments to Seller are in arrears, or the financial responsibility of the Buyer has become impaired or unsatisfactory in Seller's reasonable judgment, then advance cash payment or satisfactory security shall be given by Buyer to Seller upon the Seller's demand, and shipments may be withheld by Seller until such payment or other security is received. If such payment or other security is not received by Seller within three (3) days from a demand therefor, Seller may immediately terminate this Agreement and pursue any and all other legal remedies available. Further, in the event that the Buyer fails to make a timely payment of monies due and owing to Seller, or if Buyer makes an assignment or any general arrangement for the benefit of its creditors, or if there are instituted by or against the Buyer any proceedings in bankruptcy or under any insolvency law or law for reorganization, receivership, or dissolution, Seller may then offset any deliveries or payments due it under this Agreement or any other agreement between the parties, including affiliates of the parties, against any deliveries or payments it owes to the other party under this Agreement or any other agreement between the parties, including affiliates of the parties, without any prior notice to the Buyer. The exercise by Seller of any right reserved under this section shall be without prejudice to any claim for damages or any other right under this Agreement, or any other agreement, or applicable law.

17. WAIVER OF FUTURE SUPPLY OBLIGATIONS: The parties specifically acknowledge and agree that this Agreement is freely entered into and does not reflect or grow out of any legal obligation which either party may have to the other party to supply Products. Neither party expects or desires that the Agreement shall form the basis of any future obligation of either party to supply Products covered by this Agreement to the other party. To the extent that any present or future laws or regulations may require any such supply obligation, each party waives, in advance, any right it may now have or subsequently obtain to enforce any such obligation.

18. INDEMNIFICATION: Except as otherwise expressly provided in this Agreement, each party (the "Indemnifying Party") agrees that it shall defend, indemnify, and hold harmless the other party hereto, its officers, directors, insurers, agents, contractors and employees, from and against any and all claims, demands, damages, losses, liabilities, causes of action, judgments, assessments, penalties, costs, and expenses of any kind or nature, including reasonable attorneys' fees, expenses of litigation and court costs, without regard to the amount (collectively to be hereinafter referred to as "Loss" or "Losses"), to the extent such Losses are, directly or indirectly caused by, connected with, or arise out of the Indemnifying Party's failure to comply with any and all applicable federal, state, and/or local laws, ordinances, orders, rules, and regulations, and/or from any intentional or unintentional action or omission to act of the Indemnifying Party, or its officers, directors, insurers, agents, contractors and employees, to the extent permitted by law. Except as otherwise provided in this Agreement, in the event that any such incident that leads to any claim for indemnification is the result of intentional or unintentional conduct of both parties, each party agrees that it shall be liable to reimburse and indemnify the other party hereto to the extent that liability and responsibility would be apportioned to such party in accordance with laws of comparative negligence. To receive the foregoing indemnity, the party seeking indemnification must notify the Indemnifying Party in writing of a claim promptly and provide all cooperation reasonably requested by the Indemnifying Party (at the expense of the Indemnifying Party).

19. FEDERAL CONTRACT CLAUSES: This Agreement incorporates, by reference, all provisions required by any Federal laws, ordinances, orders, rules and regulations applicable to government contractors, including but not limited to provisions pertaining to equal opportunity clauses relating to race, color, religion, sex, or national origin, utilization of disadvantaged and minority business concerns, disabled veterans and veterans of the Vietnam Era, and handicapped workers, and each party agrees to comply with all such provisions.

20. BRAND PROTECTION: The parties specifically agree that no Products that are received pursuant to this Agreement shall be resold or otherwise disposed of by the Buyer under the trade name, trademark, service mark or brand of the Seller (or any other name or names similar thereto), except with Seller's written consent. In the event that Buyer violates provisions of this section, Seller may, at its sole option, and without any prejudice to its other legal rights, terminate this Agreement immediately without notice to Buyer, or may, at its sole option, suspend deliveries of Products under this Agreement until Buyer has stopped violating the provisions of this section.

21. NOTICE: Any notice required pursuant to the terms of this Agreement shall be in writing, and shall be

deemed to be properly served when delivered personally at the time of actual receipt, or on the date deposited in the U.S. Post Office if sent by certified or registered mail, or three days after the date deposited in the U.S. Post Office if sent by regular mail, and properly addressed to the party at its address set forth in the Agreement, unless such address was changed by notice properly delivered in accordance with the provisions of this Section. If a party sends a notice by depositing in the U.S. Post Office, then it shall also send a facsimile of such notice on the same day the notice is deposited in the U.S. Post Office.

22. ENTIRE AGREEMENT: Except as otherwise provided in this Section 22, this Agreement contains the entire understanding between the parties hereto and shall supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. Except as otherwise provided in this Section 22, there are no promises, terms, conditions or obligations other than are contained herein, and neither party shall be liable to the other party hereto in any manner by any agreements, representations or warranties not set forth herein. Notwithstanding the preceding two sentences, in the event that CHS is the Seller/Delivering Party and there is currently in effect a "Propane Business Agreement" by and between CHS and Buyer, then the terms and conditions of such Propane Business Agreement are incorporated herein by reference and shall supplement the Confirmation in lieu of these Terms and Conditions. In the event of a conflict between terms of the Confirmation and these Terms and Conditions or the Propane Business Agreement by and between CHS and Buyer (if applicable), the terms of the Confirmation shall control.

23. ENFORCEABILITY: In the event one or more provisions of this Agreement shall be declared or shall be adjudicated invalid or void by a court of competent jurisdiction, this Agreement shall be ineffective only to the extent of such unenforceability, without thereby invalidating remaining provisions hereof, and this Agreement, absent such provision, shall remain in full force and effect.

24. MODIFICATION AND WAIVER: Any of the terms or conditions of this Agreement may be waived in writing at any time by the party which is entitled to the benefit thereof; this Agreement may be modified or amended at any time by written instruments signed by each of the parties. No alteration, amendment, or waiver of provisions of this Agreement shall be binding on either party unless confirmed in writing.

25. NON-WAIVER: The failure of either party to exercise any right, power or option given to it hereunder, or to insist upon strict compliance with the terms hereof by the other party, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, and shall not constitute a waiver of its right at any time thereafter to require exact and strict compliance with all the terms hereof.

26. SURVIVAL: All of the obligations, promises, and agreements of the parties hereto that expressly, or by their nature, survive the expiration or termination of this Agreement, including but not limited to the Buyer's monetary obligations under this Agreement, and both party's indemnification obligations under this Agreement, shall continue in full force and effect subsequent to and notwithstanding termination until they are satisfied, or by their nature expire.

27. 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 interpretation of provisions hereof.

28. CHOICE OF LAW: This Agreement, and all rights, obligations, and duties arising hereunder, and all disputes which may arise hereunder, shall be construed in accordance with, and governed by, the laws of the State of Minnesota, without giving effect to the conflict of laws provisions thereof.