

CREDIT POLICY, DISCLOSURE STATEMENT AND AGREEMENT

Statement of Credit Terms and Disclosure of Finance Charges

CREDIT REPORT:

Each customer ("Customer", "you" or "your") identified on the Credit Application authorizes **AGTEGRA COOPERATIVE** (the "Cooperative") to obtain credit reports from such credit reporting agencies as the Cooperative deems appropriate regarding Customer for purposes of Customer's application for credit. Customer agrees to provide such additional information as the Cooperative may request from time to time, including without limitation current financial statements.

TERMS:

Open account credit is available to Customers of the Cooperative with approved credit on a convenience basis only. Credit purchases for direct ship transit fuel and gas deliveries (as defined by the Cooperative) made to Customer must be paid in full within 10 days after the date of delivery. For all other credit purchases, the BILLING DATE is the last day of the month in which the purchase was made. The DUE DATE for payment is the 15th day of the next month. If an account is paid in full by the applicable due date, no finance charge will be assessed. All open accounts are to be paid in full by the applicable due date, unless other arrangements are made with the Cooperative. All payments and other credits will be applied to unpaid finance charges first; then applied to invoices in order of oldest applicable due date first. All invoices and statements delivered to Customer by the Cooperative shall be deemed conclusive as to the items purchased and the related charges unless Customer informs the Cooperative in writing of a dispute within 30 days after the applicable statement date. Each Customer represents and warrants to Cooperative that this account is used primarily for business, commercial, or agricultural purposes, and not for personal, family or household purposes.

FINANCE CHARGES:

All open accounts not paid by the applicable due date will be assessed a monthly FINANCE CHARGE equal to 1.5% of the unpaid balance of the account that is due (equal to an ANNUAL PERCENTAGE RATE of 18%; provided that at no time shall the FINANCE CHARGE exceed the maximum rate applicable permitted by state law.

SUSPENSION OF CREDIT PRIVILEGE:

The Cooperative may, in its sole discretion, suspend, or limit, further credit privileges without prior notice. Furthermore, legal action may be taken to collect past due accounts. Suspension of credit may, but is not required to, be waived if Customer can provide adequate collateral or an assignment to secure the past due account.

CASH DISCOUNTS-WHOLESALE ACCOUNTS:

No cash discounts apply to wholesale purchases.

CASH DISCOUNTS-RETAIL ACCOUNTS:

Cash discounts are made at the sole discretion of the Cooperative. If cash discounts are provided by the Cooperative, Customers may be eligible for cash discounts if payment is made in any one of three ways:

- 1) Payment at the time of sale. (Does not include product PRE-PAID prior to delivery)
- 2) Payment in advance of sale. (CREDIT BALANCES will not earn interest)
- 3) Payment received by the 15th of the month for charges incurred in the previous month. (Payments must be either received in our office or post-marked by the 15th of the month. Statement balance must be paid in full each month to receive all available discounts. All payments and other credits will be applied to unpaid finance charges first; then applied to invoices in order of oldest applicable due date.)

CREDIT CARD PAYMENTS:

The Cooperative currently accepts valid VISA, MasterCard and Discover credit card payments. Cash discounts will not apply to payments made by credit card. You may call your cooperative location or our main office at (605) 225-5500 and ask for either the bookkeeping department or credit department to process your credit card payment. Each Customer agrees that Cooperative may assess a surcharge for all credit card payments. The amount of the current surcharge is posted at our locations and can also be obtained by calling us at the telephone number above.

SECURITY INTEREST AND GUARANTY:

The Cooperative, pursuant to its Articles of Incorporation and Bylaws, has a security interest and a first lien on the patronage equities of the Cooperative held by any Customer for any debt due by that Customer. Customer acknowledges and agrees to be bound by the Articles of Incorporation and Bylaws of the Cooperative, as they now exist or hereafter be amended and does hereby consent to include in his/her/its gross income for federal income tax purposes the total year's patronage allocation from the Cooperative, in accordance with 26 U.S.C. 1385 & 1388. Furthermore, each Customer grants to the Cooperative a security interest in all personal property owned by Customer and held by or owed to Customer by the Cooperative, including without limitation all equity interests in the Cooperative and all dividends owed to Customer by the Cooperative. Your personal property may also be subject to liens or interests created by applicable state law, including, but not limited to: 1) statutory liens such as the North Dakota ag supplier's lien, mechanics liens, and similar liens; or 2) judgment liens if legal action results in a court judgment in the Cooperative's favor. If Customer is a corporation, limited liability company, partnership or other entity, the person executing this Agreement agrees to personally guaranty the full payment and performance of all of Customer's obligations under this Agreement.

DEFAULT AND REMEDIES:

If Customer (1) fails to make a payment when due, (2) fails to keep any promise Customer made to the Cooperative, (3) becomes insolvent, files for bankruptcy protection, is unable to pay its debts or becomes subject to a receivership, then the Cooperative may exercise any or all remedies available to it, including without limitation, making all amounts Customer owes to the Cooperative immediately due and payable in full, enforcing any lien or security interest that the Cooperative may hold in the property of Customer, and setting off any amounts owed by Customer against any amounts that the Cooperative owes to the Customer. Neither an extension of time for payment granted to Customer, nor acceptance of partial payment by the Cooperative, shall constitute a waiver of the Cooperative's right to full payment and performance of Customer's obligations under this Agreement.

CHANGE IN TERMS:

Each Customer agrees that the Cooperative may modify the terms of this Agreement from time to time upon prior written notice sent to Customer's address contained in the Cooperative's files or as otherwise set forth on the Cooperative's invoice. No modification of this Agreement is effective unless it is in writing. Your use of your account after notice of modification to the terms of the account will constitute your agreement to the modified terms.

EFFECTIVE DATE:

The above terms shall become effective February 1, 2018. All inconsistent provisions and outstanding agreements are amended accordingly.