

CHS INC.
GENERAL TERMS AND CONDITIONS
FOR LEASE CRUDE OIL AND/OR CONDENSATE PURCHASE CONTRACT
DATED JUNE 1, 2013

I. PAYMENT: As soon as possible after the close of each calendar month during which deliveries are made, Buyer shall send Seller a statement showing the crude oil and/or condensate that was delivered by Seller and received hereunder by Buyer. Buyer shall pay Seller for the crude oil and/or condensate purchased hereunder by the twentieth (20th) of the month following the month of delivery. If the payment date falls on a Saturday, or Sunday, or Non-Friday bank holiday, payment will be due on the next succeeding work day. If the payment date falls on a Friday bank holiday, payment will be due on the immediately preceding work day. All deliveries hereunder shall be deemed a single on-going transaction.

II. MEASUREMENTS AND TEST: Quantities of crude oil and/or condensate delivered hereunder shall be determined from tank gauges on 100% tank table basis or by the use of mutually acceptable automatic measuring equipment. Volume and gravity of said quantities shall be corrected for temperature to 60 degree Fahrenheit in accordance with the latest A.S.T.M.-I.P. Petroleum Measurement Tables. The crude oil and/or condensate delivered hereunder shall be merchantable and meet the appropriate pipeline specification for S&W content. Full deduction shall be made for all S&W content as determined by tests conducted according to the latest A.S.T.M. standard method in effect. Tests for quality shall be made at regular intervals by Seller in accordance with recognized procedures. Each Party shall have the right to have a representative or independent inspector (which cost shall be shared equally between the Parties hereto) present to witness all gauges, tests and measurements. In the absence of the other Party's representative, such gauges, tests, and measurements shall be deemed to be correct absent fraud or error.

III. WARRANTY: Seller hereby makes the following express warranties with regard to the crude oil and/or condensate sold and delivered hereunder:

- A. Seller warrants that: (i) it has full legal authority to convey, sell and deliver to Buyer the crude oil and/or condensate specified herein, and (ii) Seller is conveying, selling and delivering the crude oil and/or condensate to Buyer free and clear of any royalties, liens, claims, encumbrances and foreign, federal, state and local taxes.
- B. Seller warrants that the crude oil and/or condensate sold and delivered hereunder was produced in compliance with all applicable federal, state and municipal laws, regulations and ordinances.
- C. Seller warrants that the crude oil and/or condensate sold and delivered hereunder shall be of merchantable quality and Buyer reserves the right, without prejudice, to reject and return any crude oil and/or condensate containing contaminants and Seller agrees to accept returned crude oil and/or condensate, reimburse Buyer for any costs incurred and be liable for all damages, including consequential loss of profit, suffered by Buyer and its customers. Merchantable crude oil and/or condensate is defined as virgin crude oil and/or condensate produced from wells and suitable for normal refinery processing, and free of foreign contaminants or chemicals including, but not limited to, chlorinated and oxygenated hydrocarbons.
- D. Seller warrants that it has full authority to grant, and hereby grants Buyer and Buyer's agents access to any lease, tankage or other properties required to carry out the purposes of this Contract. Seller shall hold Buyer harmless, from any and all claims for damages arising from, related to, or caused by such access.

IV. INDEMNIFICATION: Seller hereby agrees to indemnify and hold CHS Inc. harmless from any liabilities, losses, damages, costs, suits, judgments, counsel fees and costs CHS Inc. may suffer as a result of any claims, demands, costs or judgments against it arising out of the breach by Seller of any or all of the warranties specified above.

V. ROYALTY AND PRODUCTION TAXES: Unless otherwise provided in the Special Provisions to this Contract, Seller agrees to assure or cause timely payment to all underlying royalty owners and working interest owners in the crude oil and/or condensate based on each owner's proportionate share satisfying all obligations for valuation and timing of settlements and of oil production and/or severance taxes obligations.

VI. FORCE MAJEURE: Except with regard to a Party's obligation to make payment due under this Contract, neither party shall be liable to the other for failure to perform to the extent such performance is prevented by force majeure. "Force Majeure" means an event or circumstance which prevents the claiming Party from performing its obligations under one or more transactions, which event or circumstance was not anticipated as of the date the transaction was agreed to, which is not within the reasonable control of the claiming Party, and which, by the exercise of due diligence, the claiming Party was unable to overcome or avoid or cause to be avoided. Force Majeure shall include: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms, or storm warnings such as hurricanes, resulting in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery, equipment, or lines of pipe; (ii) weather-related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption or curtailment of transportation or storage by transporters or storage operators; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorist acts, insurrections or wars; or (v) compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction.

Neither Party shall be entitled to the benefit of the provisions of the aforementioned clause to the extent performance is affected by any or all of the following circumstances: (i) the claiming Party having failed to avoid the adverse implications, or to remedy the condition in accordance and to resume the performance of such covenants or obligations with reasonable dispatch, or to provide timely notification; (ii) economic hardship, including, without limitation, lack of finances, Seller's ability to sell the product at a higher or more advantageous price than the Contract price, Buyer's ability to purchase product at a lower or more advantageous price than the Contract price; or (iii) scheduled maintenance by a transporter or storage operator, provided that notice of such scheduled maintenance has been provided by such transporter or storage operator at or prior to the time the Parties entered into the transaction. The claiming Party shall make commercially reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event once it has occurred in order to resume performance; provided that the Parties agree that nothing contained herein shall require: (i) the settlement of strikes, lockouts or other industrial disturbances except in the sole discretion of the Party experiencing such disturbance; (ii) the extension of the delivery period of any transaction; (iii) the Parties to make up any quantity of product they would otherwise have been obligated to sell and purchase during any period when Force Majeure was validly claimed; (iv) Seller to deliver, or Buyer to receive, the product at a point other than the delivery point; or (v) Seller to purchase replacement product at a price greater than the Contract price.

Any Party claiming Force Majeure and seeking the benefit of this section shall give written notice containing full particulars of such Force Majeure to the other Party forthwith. Failure to deliver or receive product by reason of Force Majeure will not extend the term of this Contract and the quantities of product to be delivered under this Contract will be reduced by the quantities affected by the Force Majeure event.

VII. TITLE AND RISK OF LOSS: Title and risk of loss to crude oil and/or condensate delivered into storage, tankers, barges, tank trucks, and/or pipeline facilities shall pass to Buyer as the crude oil and/or condensate enters the inlet flange of such equipment of the receiving facility, or is in-line transferred.

VIII. ENTIRETY OF AGREEMENT, MODIFICATION, WAIVER, AND ASSIGNMENT: This Contract and amendments constitute the entire understanding of the Parties relating to the sale of the crude oil and/or condensate specified herein. There shall be no modification or amendment of this Contract except by writing, signed by both Parties hereto. Waiver of performance of any obligations by either Party or default by the other hereunder shall not operate as a waiver of performance of any other obligation or a future waiver of the same obligation or a waiver of any future default. Neither Party may assign this Contract to a person or firm except upon written consent of the other Party. Such consent, however, may not be unreasonably withheld, conditioned or delayed. This Contract shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

IX. EQUAL DAILY DELIVERIES: Unless otherwise mutually agreed to and stated within this Contract, all crude oil and/or condensate delivered hereunder, during any calendar month, shall be deemed to have been delivered in equal daily quantities during such month.

X. CHOICE OF LAW: This Contract shall be construed with, governed by and both parties shall consent to the jurisdiction of the State of Minnesota.

XI. NOTICE: Any notice required or permitted hereunder shall be deemed given when received if deposited in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, sent via overnight courier service, fax or email and addressed to the Party to whom the notice is being given at the address and contact information set forth in the Contract (or such other address as is provided by written notice in accordance with this provision).

XII. CONFIDENTIALITY: Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the price terms of this Contract to a third party (other than affiliates, employees, lenders, royalty owners, counsel, accountants and other agents of the Party, or prospective purchasers of all or substantially all of a Party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement this Contract; or (iv) to the extent necessary to comply with a regulatory agency's reporting requirements. Where legally permissible, each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure of the price terms of this Contract (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The price terms of this Contract shall be kept confidential by the Parties hereto for one year from the expiration of this Contract.

XIII. LAWS AND REGULATIONS: This Contract is subject to all present and future applicable federal, state and local laws and all applicable and rules, regulations and orders of any governmental authority ("Governmental Authority") having jurisdiction (collectively "Laws"). To the extent any provision herein conflicts with any Laws, the applicable provision of this Contract shall be revised to comply with such Law. Neither Party shall be liable or responsible to the other Party for the adverse consequences of such revision.

XIV. SIGNATURE AUTHORITY: By its signature hereto, each Party represents and warrants to the other Party that it has full legal power and authority to enter into, deliver and perform this Contract, and that no consent, approval, or other action is necessary to permit such Party's entry into or performance of this Contract.

XV. NO PRIOR DRAFTS: This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written agreements between the Parties with respect to the subject matter hereof. No drafts of this Contract shall be admissible in any action to enforce this Contract or to interpret the intent of the Parties.

XVI. TIME IS OF THE ESSENCE: Time shall be of the essence in this Contract.

XVII. BREACH OF CONTRACT: In the event of any breach of any provision of this Contract, this Contract may be terminated at the option of the Party not in default by the giving of ten (10) days' advance written notice, and if such breach is not corrected by the Party in default within said ten (10) days, this Contract shall forthwith terminate without further notice. The right to terminate the Contract, as provided herein, shall be in addition to any other right or remedy that the non-defaulting Party may have. In no event shall CHS Inc. be liable for prospective profits or special, indirect or consequential damages of any nature.

XVIII. DEFINITIONS. When used in these General Terms and Conditions or the Contract, the terms listed below shall have the following meanings:

- a. "Buyer" shall refer to the entity purchasing crude oil and/or condensate under the Contract.
- b. "Contract" shall refer to the entire Crude Oil and/or Condensate Purchase Contract comprised of the Special Provisions, these GTC's and any Exhibits or attachments.
- c. "GTC's" shall mean the CHS Inc. General Terms and Conditions for Lease Crude Oil and/or Condensate Purchase Contract dated June 1, 2013.
- d. "Party" or "Parties" shall refer to the specific entities included in the Special Provisions as authorized signatories entering into the Contract.
- e. "Seller" shall refer to the entity selling crude oil and/or condensate under the Contract.
- f. "Special Provisions" shall mean the Special Provisions or Crude Oil and/or Condensate Purchase Contract which incorporates these GTC's by reference. Conflicts between these GTC's and the Special Provisions shall be resolved in favor of the Special Provisions.