

**FUEL PURCHASE CARD-TROL AGREEMENT**

Today's Date	Account #
Purchaser's Name	Purchaser's Mailing Address

This AGREEMENT, Made and entered into on this date by above named "Purchaser" and between Pride Ag Resources, (hereinafter referred to as "Seller"), a corporation organized and existing under the laws of the State of Kansas, with its principal place of business at Dodge City, Kansas. WITNESSETH, that in consideration of the mutual covenants and promises hereinafter stated, the parties hereto hereby agree and contract as follows:

SECTION 1: Cards - Seller hereby agrees to provide Purchaser such card(s) which will operate Seller's "card control" fuel pump(s) which are located at Pride Ag Resources facilities.

Check box for each**Fuel card desired**

Card #1	<input type="checkbox"/>
Card #2	<input type="checkbox"/>
Card #3	<input type="checkbox"/>
Card #4	<input type="checkbox"/>
Card #5	<input type="checkbox"/>

Check fuels desired for each card

Unleaded *Taxable Diesel* *Dyed Diesel*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 2: Agency - Purchaser hereby agrees to pay Seller for all products purchased through the use of said card(s), and Seller thereby agrees that any purchases utilizing said card(s) was authorized and it is hereby agreed that any person or persons so utilizing said card(s) to make purchases from Seller shall be deemed duly authorized agents to Purchaser, PROVIDED HOWEVER, that in the event that said card(s) should become lost or stolen, Purchaser may terminate his liability for purchases made with said card(s) by: 1) Returning to Seller all card(s) remaining in Purchaser's possession AND 2) Notifying Seller that said card(s) have been lost or stolen.

This agreement is entered into for the mutual benefit of the parties hereto, and Purchaser understands and agrees that he will not be required to sign any sales ticket or other evidence of purchase, and the dollar amount of purchases shall conclusively be established by the records provided by said card control(s) unless Purchaser can demonstrate that said card control pump(s) has malfunctioned.

SECTION 3: Terms and Terminations - This agreement may be terminated at any time as follows:

1. Purchaser may terminate this agreement by complying with the provisions for lost or stolen card(s) as provided in Section Two above, Provided however, that the Purchaser remains responsible for purchases made prior to such notice and provided that, upon return to Seller all card(s) issued by Purchaser.
2. Seller may terminate this agreement with notice to Purchaser by removing the card control pumps or by causing the same to be inoperative or by changing said pumps so that Purchaser's card(s) will no longer operate the same, and Purchaser remains responsible for purchases made prior to such termination.

SECTION 4: Seller's Credit Policy - Purchaser hereby agrees to pay Seller for purchases made under this agreement at the rate per gallon stated in Seller's periodic billing statement. Such rate per gallon shall be the prevailing price posted on the premises. Purchaser further agrees to pay Seller as provided in Seller's Credit Policy, a copy of which is hereto annexed and incorporated herein. Seller may, at its option, terminate this agreement pursuant to Section 3. All purchases shall be deemed to have been made by Purchaser on the date Seller prepares the billing statement.

SECTION 5: Binding Effect - This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, trustees, successors and assigns, provided however, that this agreement is not assignable by Purchaser without Seller's prior written consent.

Signature	Signature
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DODGE CITY COOPERATIVE EXCHANGE DBA PRIDE AG RESOURCES

908 W FRONTVIEW ST. | DODGE CITY KS 67801

PHONE 620-225-4193 | FAX 620-225-3366

WWW.PRIDEAG.COM

CREDIT POLICY

If The Dodge City Cooperative Exchange DBA Pride Ag Resources, Dodge City, Kansas (hereafter referred to as The Cooperative Association), approves credit for goods and/or services, the applicant agrees to pay in accordance with the terms of this credit policy for any and all such goods and/or services. Agreement is pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, Public Law 90-321; 82 Stat. 146) and the Kansas Uniform Consumer Credit Code (K.S.A. 1973 Supp. 16a-101 et. seq.).

DUE DATE: All purchases made on credit during the month are due and payable by the 25th day of the month following the month of purchase.

FINANCE CHARGE: Any balance not paid by the 25th day of the month following the month of purchase shall be subject to FINANCE CHARGE computed at a periodic rate of 1.5% per month, which is an **ANNUAL PERCENTAGE RATE OF 18.0%** and the **minimum amount of such charge shall be \$1.00 per month**

TERMINATION OF CREDIT: The Cooperative Association reserves the right to terminate credit sales to patron at any time without prior notification. In addition thereto, no additional credit purchases shall be allowed to any account that is over 30 days past due.

SECURITY FOR ACCOUNT: The Cooperative Association waives the lien that it may be given by law arising because of the sale of goods or services used to improve the place of the patron's principal residence. Any sale of goods intended to be used primarily for personal, family or household purpose shall be unsecured unless the Cooperative Association otherwise takes a security interest in any investment the patron may have in the Cooperative Association. Investment means any stock, equity credits, or written notices of allocation. The patron does not have the right to demand off-set of such investments on his account. Such an off-set may be made only at the discretion of the board of directors of the Cooperative Association in accordance with its by-laws.

CHANGE OF TERMS: This agreement may be changed by the Cooperative Association to increase or reduce the FINANCE CHARGE, change the credit termination provisions, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the patrons in two billing cycles prior to the effective date of the change.

AGENCY: Until notified in writing to the contrary by the patron, the Cooperative Association may assume that the patron's spouse, children over the age of sixteen years, and employees, if any, are authorized to purchase goods or services and charge to them to the patron's account.

Applicant shall immediately notify Cooperative Association of any change in ownership, legal status, address, entity change, tax identification or credit status.

PERSONAL GUARANTY: As a condition of granting credit to any business, the Cooperative Association may, at its sole discretion require one, or more personal guaranties of the applicant's account to be signed. A personal guaranty of at least one principal is required for LLCs.

FINANCIAL STATEMENTS: The Cooperative Association reserves the right to request financial statements from the patron for the extension of credit to such patron.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is Federal Trade commission, Equal Credit Opportunity, Washington, DC 20580.