



MISSION STATEMENT
 "To Be A Progressive, Customer-Driven,
 Profitable Company"

P.O. Box "P" • HILLSBORO, KS 67063 • Toll Free 888/366 2667 • 316/947-3917

CARDTROL CONTRACT SUMMARY

Following is a summary of the cardtrol contract. The actual terms and conditions are specifically detailed in the contract on the back of this page.

- A card will work on the pumps at the location which you request for all fuels available at that location.
- You may purchase as much fuel as you want, as long as Cooperative Grain & Supply, hereafter referred to as CG&S, can provide the fuel without rationing or restrictions.
- Anyone using your card is considered to have your permission and you will be responsible for the purchases they make unless we are notified otherwise. **If your card is lost or stolen, notify us immediately.** Within 48 hours, we must receive written notification. After we receive written notification, you are no longer responsible for purchases made with your card.
- You can terminate this agreement by notifying us in writing. You remain responsible for purchases made on your card(s) until return of card(s) to CG&S. CG&S may terminate this agreement, with or without notice to you by removing or shutting down the cardtrol pumps or by changing the pumps so your card will no longer work to pump fuel.
- All cardtrol purchases are to be paid in accordance with the regular credit policy of CG&S. This is not a credit card, but is a convenience card. All fuel charged on cardtrol is due at the end of the month following the purchase of the fuel. You will be assessed a Finance Charge, under the terms of the Charge Account Agreement, if your account is not timely paid.
- You are responsible to reimburse CG&S for any damage you or anyone using your card causes. CG&S is not responsible for injury or damages to card users if they are not following safety rules.

PURCHASER INFORMATION AND CERTIFICATION

Purchaser Name:	Date:
Purchaser Name:	Account Number:
Location(s) you will use Cardtrol:	Number of Cards Needed:
Purchaser Certification: By signing below, I hereby certify that I have read the <i>Cardtrol Contract on the reverse of this page</i> and agree to abide by the terms of the contract as set forth. In Witness Whereof, I have hereunto subscribed the day and year stated above.	
Signature of Purchaser:	Seller: Cooperative Grain and Supply
Title (for companies):	By (print):
Signature of Purchaser:	Signature:
Title (for companies):	Title:

HILLSBORO • MARION • LEHIGH • CANTON • CANADA

"Here To Serve Your Needs - Today and Tomorrow"

CARDTROL CONTRACT

THIS AGREEMENT, made and entered into on the date set forth on the front of this page, by and between the Cooperative Grain and Supply, a corporation organized and existing under the laws of the State of Kansas, with its principal place of business at Hillsboro, Kansas, hereinafter referred to as "Seller", and the Purchaser, whose name and address is set forth on the front of this page, hereinafter referred to as "Purchaser".

WITNESSETH, That in consideration of the mutual covenants and promises hereinafter stated, the parties hereto hereby agree and contract as follows:

SECTION ONE CARDTROL CARD

Seller hereby agrees to provide the Purchaser with the stated number of cardtrol cards which will operate Seller's fuel pumps located at Seller's facilities at Marion, or Seller's fuel pumps located at Lehigh and Ampride's facilities at Hillsboro, all in Marion County.

SECTION TWO PURCHASES

Seller hereby agrees to allow Purchaser to purchase such quantities of any fuel as Purchaser shall require and Seller is able to supply for so long as Seller is able to supply the same without restriction or rationing. Said purchases may be made by Seller's cardtrol pumps, which are located at the above described premises.

SECTION THREE AGENCY

Purchaser hereby agrees to pay Seller as provided in Section Two above for all products purchased through the use of said Card and Seller hereby agrees that any person or persons utilizing said Card to make purchases from Seller, whether or not the use of said Card was authorized, shall be deemed duly authorized agents of Purchaser, PROVIDED HOWEVER, that in the event said Card should become lost or stolen, Purchaser may terminate their liability for purchases made with said Card by:

- 1) Returning to Seller any and all Cards remaining in Purchaser possession, and
- 2) Notifying Seller that said Card has been lost or stolen.
- (a) Said notice to Seller, if given orally to Seller, shall be given to any agent or employee of Seller during Seller's regular business hours or to Seller's General Manager or Service Station Manager during non-business hours, and shall become effective for a period of 48 hours from such notice, during which time Purchaser shall so notify Seller in writing.
- (b) Said notice to Seller, if written, shall be mailed or delivered to Seller at Seller's address first above stated and shall be effective upon Seller's actual receipt of the same. No further notice need be given by Purchaser, and Purchaser is not responsible for purchases made after complying with the provisions of the subsection.

SECTION FOUR TERM AND TERMINATION 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 Cards as provided in Section Three above, Provided, however, that Purchaser remains responsible for purchases made prior to such notice, and provided that upon return to Seller of all Cards issued to Purchaser, when such return is evidenced by a written receipt from Seller to Purchaser, the written notice provided in Section Three, paragraph 2(b) shall not be required.
- 2) Seller may terminate this agreement without notice to Purchaser by removing the cardtrol pump or by causing the same to be inoperative, or by changing said pump so that Purchaser's Card will no longer operate the same, and Purchaser remains responsible for purchases made prior to such termination.

SECTION FIVE 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. Purchaser further agrees to pay Seller as provided in Seller's Credit Policy, in which that Purchaser agrees to pay Seller for total purchases made hereunder on or before the end of the month of a periodic billing statement; And for Purchaser's failure to keep said account current, as provided in this section, Seller may, at its option, terminate this agreement pursuant to Section Four. All purchases shall be deemed to have been made by Purchaser on the date Seller prepares the billing statement.

SECTION SIX MISCELLANEOUS

- 1) This agreement is entered into for the mutual benefit of the parties hereto, and Purchaser understands and agrees, that they will not be required to sign any sales ticket or other evidence of purchase, and that the dollar amount of purchases shall conclusively be established by the records provided by said cardtrol pumps unless Purchaser can demonstrate that said cardtrol pumps have malfunctioned.
- 2) Seller agrees to allow reasonable inspection of its card control pumps by any regulatory agency or subdivision thereof of the Federal or State government, and Seller further agrees to cause said pumps to be properly maintained and in a state of good repair, Provided however, that should Purchaser determine that said pumps are not being properly inspected or maintained, Purchaser's exclusive remedy is to terminate this agreement as provided above.
- 3) The provisions of this section are not intended to limit or otherwise restrict Purchaser's right to dispute any billing errors, however, Purchaser understands and agrees that individual transactions may be conclusively established by said cardtrol pumps and that without such terms and conditions Seller would not be able to provide the service, which is hereby requested by Purchaser.
- 4) Purchaser understands that Seller will not have an attendant to supervise the operation of the cardtrol pump. Purchaser hereby acknowledges that Seller has demonstrated and explained how to safely operate said pumps.
- 5) Purchaser hereby agrees that they will assume the responsibility for, and will reimburse Seller for any damage which may be caused to said pumps or to Seller's other facilities and equipment located on the service station premises by Purchaser's negligence, or failure to observe Seller's rules.
- 6) Purchaser agrees to hold Seller harmless for any injury, or damage to Purchaser's person, employees or agents, or property which may result from the negligence or failure to observe Seller's safety rules, by Purchaser or Purchaser's employees or agent.

SECTION SEVEN 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.



DIRECTIONS: Please complete the following application. Applicants must sign and date on the bottom of this page. Our Charge Account Agreement is on the back side of this page. Please fill in your name(s) and date at the top. If you agree to the terms set forth, you will need to sign at the bottom. We will not extend credit unless the agreement is signed. Return this form to the nearest CG&S location. You will be notified within one week about our decision. Thank you for applying!

CREDIT APPLICATION APPLICANT INFORMATION

NAME (Last, First, Middle)						
BIRTHDATE / /	TELEPHONE NO.	DRIVER'S LICENSE NO.	SOCIAL SECURITY NO.	NO. DEPENDENTS	AGES OF DEPENDENTS	
ADDRESS (Street, City, State & Zip)				COUNTY	Do you <input type="radio"/> own or <input type="radio"/> rent?	HOW LONG
PREVIOUS ADDRESS (Street, City, State & Zip) (Complete if less than 3 years at present address)				COUNTY	Did you <input type="radio"/> own or <input type="radio"/> rent?	HOW LONG
EMPLOYER (Company Name & Address)					HOW LONG	
BUSINESS PHONE Ext.	POSITION OR TITLE		SALARY PER MONTH GROSS: \$ NET: \$			
PREVIOUS EMPLOYER (Company Name & Address)					HOW LONG	
NAME & ADDRESS OF NEAREST RELATIVE <u>OTHER THAN SPOUSE</u> NOT LIVING WITH YOU			RELATIONSHIP	TELEPHONE NO. (Include Area Code)		

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under: Court Order Written Agreement Oral Understanding

SOURCES OF OTHER INCOME	AMOUNT PER MONTH \$
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JOINT APPLICANT

NAME (Last, First, Middle)					
BIRTHDATE / /	TELEPHONE NO.	DRIVER'S LICENSE NO.	SOCIAL SECURITY NO.	NO. DEPENDENTS	AGES OF DEPENDENTS
EMPLOYER (Company Name & Address)					HOW LONG
BUSINESS PHONE Ext.	POSITION OR TITLE		SALARY PER MONTH GROSS: \$ NET: \$		
PREVIOUS EMPLOYER (Company Name & Address)					HOW LONG

CREDIT REFERENCES

BANK ACCOUNT	(Name & City)	BANK ACCT. NUMBER
CREDIT REFERENCE: (Other than charge card)		
1. _____ (Name of firm, address, and account number)		
2. _____ (Name of firm, address, and account number)		

SIGNATURES - I certify that everything I have stated in this application and on any attachments is correct. You may keep this application whether or not it is approved. By signing below I authorize you to check my credit and employment history and to answer questions others may ask you about my credit record with you. I understand that I must update credit information at your request if my financial condition changes.

Applicant's Signature

Date

Other Signature (Where Applicable)

Date

CHARGE ACCOUNT AGREEMENT

Name of Patron(s): _____ Date: _____

THIS AGREEMENT, Made and entered into on the above stated date by the said Credit Patron and Cooperative Grain and Supply, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, Public Law 90-231; 82 Stat. 146) and the Kansas Uniform Consumer Credit Code (K. S. A. 16(a)1-101 et seq).

The cooperative association agrees, if this agreement is approved by the association, that it shall allow the credit patron to purchase goods and services on credit and the credit patron agrees to pay for any goods and services in accordance with this agreement.

DUE DATE: All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable on the last day of the month following the month of purchase.

CONVENIENCE CREDIT: If all purchases are paid in full before the last day of the month following the month of purchase, the account shall not be subject to any FINANCE CHARGE.

FINANCE CHARGE: Any balance not paid before the second billing date, the last day of the month following the month of purchase, shall be subject to a FINANCE CHARGE OF 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18% on that part of the unpaid balance of \$1,000 or less, and a FINANCE CHARGE OF 1.2% per month which is an ANNUAL PERCENTAGE RATE of 14.4% on that part of the unpaid balance which is more than \$1,000. Said FINANCE CHARGES to apply to the unpaid balance on the account on the last day of the billing cycle carried over from the prior month, and the minimum amount of such charge shall be \$.50 per month.

TERMINATION OF CREDIT: The cooperative reserves the right to terminate credit sales to patron at any time without prior notification and in addition thereto, no additional credit purchases will be allowed to any account which remains unpaid on the last day of the month following the month of purchase.

CHANGE IN TERMS: This agreement may be changed by the cooperative association to increase the FINANCE CHARGE, change the due date, change the billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the patron one month prior to the effective date of the change.

SECURITY FOR ACCOUNT: Any purchase(s) made pursuant to this agreement shall be secured by a security interest and lien in:
1) Any investment the patron may have in the cooperative association, and./or
2) The goods or property being purchased, whether a fungible good or otherwise, and the products thereof. Investment means any certificates of indebtedness, note, stock, or stock credit, or revolving fund credit or patronage ledger credit. The patron does not have the right to demand offset of such investment on his account. Such an offset may be made only at the discretion of the Board of Directors of this association. This agreement constitutes the security agreement of the parties, and may be filed of record as a financing statement.

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 them to the patron's account.

Patron's Signature

Patron's Signature (spouse or partner)

NOTE: 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), or 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 the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Please advise the cooperative if you wish any credit information regarding this account to be reported in the names of both spouses.