

**Washington State Exemption Certificate
Agriculture Use Only**

Certificate Date: _____

Background: The State of Washington Department of Ecology (“Department”), as directed by the Washington Climate Commitment Act and the regulations promulgated thereunder (“CCA”), requires certain businesses to obtain allowances for their covered greenhouse gas emissions. Qualifying obligated parties under the CCA may, however, claim an exemption for, among other things, motor vehicle fuel or special fuel used exclusively for agricultural purposes by a farm fuel user (“CCA Exempt Fuels”). For the purposes of these requirements, the CCA defines:

“Agricultural purposes” as the performance of activities directly related to the growing, raising, or producing of agricultural products; and

“Farm fuel user” as: (i) A farmer; or (ii) a person who provides horticultural services for farmers, such as soil preparation services, crop cultivation serviced, and crop harvesting services.

As a condition to purchasing CCA Exempt Fuels, customers are required by CHS Inc. (“CHS”) to provide and maintain in effect this Washington State Exemption Certificate (the “Certificate”), comply with the obligations set forth in this Certificate and otherwise demonstrate to CHS’s satisfaction that the product purchased is used for a purpose for which an obligated party may treat the product as a CCA Exempt Fuel under the CCA and as qualifying for an exemption (a “Clean Fuels Program Exempt Fuel”) under the Clean Fuels Program and regulations promulgated thereunder (“Clean Fuels Program”). For purposes of this Certificate, CCA Exempt Fuels and Clean Fuels Program Exempt Fuels may be referred to as “Exempt Fuels”.

Terms: By this Certificate, the Customer represents, warrants and agrees:

1. All gallons purchased by Customer under the account referenced below on and after the Certificate Date referenced above, until such time as Customer has revoked this Certificate as provided herein, were used or will be used exclusively for agricultural purposes by a farm fuel user as contemplated under the CCA and also qualifies as an Exempt Fuel under the Clean Fuels Program.

2. Customer: (a) is the end user of all products purchased under the account referenced in this Certificate, (b) consents to the collection of this Certificate, the Washington State Department of Revenue Farmer’s Certificate for Wholesale Purchases and Sales Tax Exemptions (Form 27 0036 or its successor) (the “Sales Tax Exemption Certificate”), data regarding Customer’s purchase of Exempt Fuels, and all other information (including, without limitation, personally identifiable information) regarding the transactions that CHS or its suppliers believe are necessary or appropriate to support the ultimate obligated party’s effort to treat the products as Exempt Fuels under the CCA and Clean Fuels Program (“Data”), (c) authorizes CHS and its suppliers to transfer the Data, including without limitation this Certificate and the Sales Tax Exemption Certificate, to their respective suppliers and auditors and the Department to the extent CHS or such supplier believes it is necessary or appropriate to support any claim or potential claim by the ultimate obligated party that products are Exempt Fuels under the CCA and Clean Fuels Program, (d) agrees CHS has no liability for the accuracy, security or loss of any Data transferred or shared with the parties in (c) above, and (e) has obtained all authorizations necessary to make the representations set forth in this clause. For additional information on how CHS manages your personal information please see <https://www.chsinc.com/privacy-policy>.

3. Customer agrees it will not resell any Exempt Fuel and will not use Exempt Fuel for any purpose that would cause such fuel to be considered not an Exempt Fuel under the CCA or Clean Fuels Program.

4. Customer acknowledges that: (a) the price difference, if any, between Exempt Fuels and fuels that are not considered an Exempt Fuel (and the amount of any rebates, if any, offered by CHS from time-to-time for Exempt Fuels) will be determined by CHS in its sole and absolute discretion, may not occur, and, if it does occur, may vary from purchase to purchase, and may depend on many factors, including, without limitation, availability of rebates or discounts from CHS’s suppliers, market conditions, and the sufficiency of documentation provided by Customer, (b) CHS would not consider selling Exempt Fuels to Customer unless Customer provides to CHS the Sales Tax Exemption Certificate and agrees to the terms and conditions set forth in this Certificate, and (c) the Customer has received good, valuable and sufficient consideration for the representations, warranties and agreements of Customer set forth in this Certificate.

5. Customer agrees to cooperate with CHS, its suppliers, their respective auditors and the Department in any review of the transactions contemplated hereunder and Customer will provide such other information and sign such other documentation as reasonably requested by CHS to support the matters set forth herein and any claim for any exemption based, all or in part, on the statements set forth herein.

6. If, based upon the representations set forth herein or otherwise made by Customer, CHS sells Exempt Fuels to Customer, and CHS is thereafter denied an exemption or is not able to recover costs charged by its suppliers for compliance with the CCA or Clean Fuels Program (a "Denial") as a result of an inaccuracy in such representations, breach of any covenants in this Certificate or any other action or inaction by or attributable to Customer or as a result of Customer's representations, CHS will assess to Customer an administrative fee of \$0.10 per gallon, together with an additional charge reasonably estimated by CHS to equal the difference between (a) the price of such Exempt Fuel on the same day and at the same location purchased, and (b) a similar type and grade of fuel that was sold as not an Exempt Fuel on the same day and at the same location purchased. The remedies set forth in this **Section 6** are in addition to, and not in lieu of, any other remedies available to CHS under this Certificate or applicable law (including, without limitation, those remedies available under **Section 7**, below).

7. Customer agrees to indemnify, protect, defend and hold CHS harmless from and against any and all claims, actions, losses, costs and expenses (including, without limitation, compliance costs and expenses, reasonable attorneys' fees or costs of investigation and accounting under the CCA, the Clean Fuels Program and the Reporting of Emissions of Greenhouse Gases Rule (WAC 173-441) (the "GHG Reporting Rule")), fines and penalties (including, without limitation, noncompliance penalties under the CCA, the Clean Fuels Program and the GHG Reporting Rule), arising directly or indirectly from Customer's failure to adhere to its obligations under this Certificate, any misrepresentation of Customer set forth in this Certificate or any Data, any action or inaction by Customer that would cause fuels sold to Customer as Exempt Fuels to not qualify as an Exempt Fuel, any other failure of Customer to comply with any laws, rules and regulations applicable to Exempt Fuels.

8. Customer must immediately notify CHS at the following address: CHS Primeland, 1200 Snake River Ave., PO Box 467, Lewiston, ID, any time it believes gallons may not comply with the terms of this Certificate. Notwithstanding the foregoing, any gallons that do not comply with the terms of this Certificate must be purchased by Customer under an account other than the account identified in this Certificate.

9. This Certificate shall continue in effect until revoked by Customer as provided in this **Section 9**. Customer may only revoke this certificate by providing written notice to CHS at the address set forth in **Section 8**. The provisions of **Sections 5,6,7, 8, 9 10 and 11** shall survive revocation or termination of this Certificate.

10. The provisions of this Certificate shall be governed by the internal laws of the State of Washington, without regard to any conflicts of laws provisions. Customer may not alter or amend this Certificate, except by a written document signed by Customer and CHS. CHS is relying on the representations, warranties and terms set forth herein, and shall be entitled to enforce the terms hereof. The failure or delay on the part of CHS or Customer in exercising any of their respective rights, powers, or privileges hereunder shall not operate as a waiver, unless such waiver is made by a writing executed by such person or entity and delivered to the other. The provisions of this Certificate will be binding upon and inure to the benefit of CHS and Customer and their respective successors and assigns. Any dispute between CHS and Customer concerning any matter whose arbitration is not prohibited by law at the time the dispute arises shall be submitted to arbitration in accordance with the Arbitration Rules of the American Arbitration Association then in effect. Except to the extent prohibited by applicable law, Customer agrees any dispute must be brought only in its individual capacity and not as part of any class or group of similarly situated persons. Any term or provision of this Certificate that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Certificate. If any provision of this Certificate is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable. In all such cases, the parties shall use their reasonable best efforts to substitute a valid, legal and enforceable provision that, insofar as practicable, implements the original purposes and intents of this Certificate.

11. To the extent Customer has purchased any Exempt Fuel from CHS between January 1, 2023 and the date of this Certificate ("Prior Purchases"), Customer represents that the representations of Customer with respect to Exempt Fuels hereunder are true and correct with respect to such Prior Purchases, and all covenants of Customer

hereunder shall equally apply to such Prior Purchases, as if this Certificate was in full force and effect on January 1, 2023.

12. Except as set forth in this Certificate, all capitalized terms shall have the meaning set forth in the CCA. The undersigned hereby represents and warrants that he or she is authorized to make this submission as, or on behalf of, the Customer. The undersigned certifies under penalty of law that he or she has personally examined, and is familiar with, the statements and information submitted in this document and all its attachments. The undersigned certifies that the statements and information are, to the best of his or her knowledge and belief, true, accurate, and complete. The undersigned certifies that he or she is aware that there are significant penalties for submitting false statements or information, and for omitting required statements or information, including the possibility of fine or imprisonment. By signing below, the undersigned agrees that above Customer agrees to and is bound by the statements set forth herein.

Account Name: _____

CUSTOMER: _____

ACCOUNT#: _____

Signature: _____

(in his or her individual capacity and as authorized representative of Customer)

Title: _____

Received and Agreed to:

CHS Inc.

By: _____

Its: _____