

## **Agreement to Amend and Restate Existing Deferred Payment Agreement**

This Agreement to Amend and Restate Existing Deferred Payment Agreement (this "Agreement") is made effective on \_\_\_\_\_, 20\_\_ by and between CHS Inc. ("CHS") and \_\_\_\_\_ ("Customer").

WHEREAS, CHS and Customer are parties to that certain Deferred Payment Agreement dated \_\_\_\_\_ identified as Deferred Payment Contract No. \_\_\_\_\_, a copy of which is attached hereto as Exhibit A (the "Existing DPA"); and CHS and Customer desire to amend and restate the Existing DPA pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, CHS and Customer, for good and valuable consideration including the mutual promises contained in this Agreement, do hereby agree as follows:

1. The Existing DPA shall be amended and restated to reflect a new deferred payment date which shall be January 15, 20\_\_ (the "New Payment Date"). CHS and Customer understand and agree that the Existing DPA shall be amended and restated to reflect the New Payment Date by actually creating a new Deferred Payment Agreement form (the "New DPA") to be executed by Customer which shall supersede and replace the Existing DPA.
2. If Customer has chosen to receive interest under the Existing DPA, then Customer shall also receive interest under the New DPA at the same interest rate provided for in the Existing DPA.
3. Customer acknowledges and agrees that: (i) CHS does not offer tax advice, (ii) CHS makes no representations or warranties whatsoever regarding the tax ramifications of Customer's decision to amend and restate the Existing DPA by entering into the New DPA, and (iii) CHS is in no way liable for any such tax ramifications.

Customer:

CHS Inc.:

\_\_\_\_\_ [signature]

By: \_\_\_\_\_

\_\_\_\_\_ [typed name]

Its: Accounting Specialist