

**MEMBERSHIP AGREEMENT**

(Certificates of Participation)

To: **VALLEY FOODS COOPERATIVE**

From:

\_\_\_\_\_

Name

\_\_\_\_\_

Street Address

\_\_\_\_\_

City/State/Zip

\_\_\_\_\_

Social Security No.

("Subscriber")

1. Declarations of Subscriber. Subscriber declares that he/she has been provided a copy of the Articles of Incorporation, Bylaws, pro-forma financial statement and Member Information Statement regarding the formation and capitalization of Valley Foods Cooperative (the "Cooperative"). Subscriber understands that the Cooperative has the right to reject this Membership.

2. Membership Subscription. Subscriber offers to purchase:

\_\_\_\_\_ Certificates of Participation at a par value of  
**\$250.00 each:** \$ \_\_\_\_\_

Total Subscription: \$ \_\_\_\_\_

To be Paid at time of Execution of this Membership Agreement: **\$100.00**  
NONREFUNDABLE; and the BALANCE to be paid within ten (10) days of written notice to the subscriber that the offering has been successful.

NO CERTIFICATES OR RIGHTS WILL BE ISSUED PRIOR TO PAYMENT IN FULL OF THE TOTAL SUBSCRIPTION PRICE.

3. Subscription Irrevocable. This Subscription shall be irrevocable after acceptance by the Cooperative. This Subscription may be accepted on behalf of the Cooperative by one of its officers executing this Subscription in the space provided below. In the event the Subscription is not accepted by the Cooperative, any advance payment in excess of the NONREFUNDABLE amount paid to the Cooperative shall be returned to Subscriber and this Subscription shall be null and void.

4. Closing Date. The Cooperative will not consummate the membership offering to which this Subscription relates unless and until all of

the conditions set forth in the Member Information Statement have been satisfied. The Closing Date for this Subscription shall be the date the Cooperative sends notice to Subscriber that all of such conditions have been satisfied and that the Balance Due on Call is then due and payable. Subscriber shall pay such Balance Due on Call within ten (10) days after such notice is given by the Cooperative.

6. Representations by Subscriber. Subscriber hereby represents to the Cooperative that:

- a. Subscriber is a resident of the United States at the address set forth above.
- b. Subscriber understands that the common stock, preferred stock and Certificates of Participation of the Cooperative are non-transferable and is subject to redemption on the terms set forth in the By-Laws.
- c. Subscriber is acquiring the Certificates subscribed for hereby ***solely for his/her own account as an investment relating to his/her activities as consumer of grocery and related products and not on behalf of other persons and not with a view to or for resale, fractionalization, division, or distribution thereof, or the grant of any participation therein; the Subscriber has no present intention of distributing or selling to any person such Certificates or granting any participation therein.***
- d. Subscriber will not sell, transfer or otherwise dispose of the Certificates except by compliance with the By-Laws of the Cooperative.
- e. Subscriber is aware that currently no market exists for the sale of the Certificates and that if a market is developed, that Subscriber may not be able to sell or dispose of the Certificates for the amount paid therefore, and that the obligations of redemption by the Cooperative are limited.
- f. Subscriber recognizes that an investment in the common stock, preferred stock, and Certificates of Participation of the Cooperative involves significant risks, and Subscriber understands and has evaluated such risks.
- g. Subscriber has been furnished and has read and understands

the Member Information Statement and all exhibits attached thereto.

- h. Subscriber has not relied upon any oral or written representation or statement, except those contained in the Member Information Statement.

7. Security Interest. Subscriber hereby grants to the Cooperative a first and prior lien and security interest in the Certificates and equity interests of Subscriber as security for payment of all amounts for which Subscriber becomes obligated to the Cooperative.

8. Verification. Subscriber hereby authorizes the Cooperative to verify any of the information set forth in this Subscription. Subscriber understands that he/she may be required to furnish additional information.

9. Applicable Law. This Membership Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

10. Binding Effect. This Membership Agreement shall be binding upon and be for the benefit of the parties hereto and their heirs, legal representatives, successors, and permitted assigns.

11. Entire Agreement; Modification. This Membership Agreement constitutes the entire agreement between the parties pertaining to the purchase of the Certificates of Participation, as set forth herein, and supersedes any prior understanding, and neither this Membership Agreement nor any provisions hereof shall be modified or terminated except by an instrument in writing signed by all parties hereto.

12. Non-Assignability. Subscriber shall not have the right to transfer or assign this Membership Agreement or any of the Subscriber's interests herein.

Make checks payable to "Valley Foods Cooperative" and with the executed Membership Agreement to:

Valley Foods Cooperative  
416 W. Hoffman Street  
P.O. Box 133  
Lynch, Nebraska, 68746

[SIGNATURE PAGE TO FOLLOW]

**Subscriber represents that he/she has read and understands this Membership Agreement.**

Dated \_\_\_\_\_, 2021.

\_\_\_\_\_  
Subscriber's Signature

**ACCEPTANCE OF SUBSCRIPTION**

The foregoing Membership Agreement for subscription to Certificates of Particiaption of the Cooperative accepted \_\_\_\_\_, 2021.

VALLEY FOODS COOPERATIVE,  
a Nebraska cooperative corporation,

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: President