

The logo features the text "wisconsin grass-fed beef co-op" in a white, cursive-style font. The text is overlaid on a background image of a lush green field with tall grass and a wire fence running across it.

wisconsin grass-fed beef co-op

April, 2017

Greetings to Prospective Wisconsin Grass-fed Beef Cooperative Members [WGBC],

We are proud and excited to offer you membership in the Wisconsin Grass-Fed Beef Cooperative. The co-op incorporated on June 27, 2008. Our goal is to work together as producers to cooperatively market our high quality product returning a premium price to our members selling fat cattle to WGBC. Here are some details you'll want to know:

1. A one-time fee of \$200 gives you and your farm one voting share in the cooperative and allows you to sell grass-fed beef cattle through the cooperative. This can be sold back to the cooperative if membership is terminated.
An additional (non-refundable) administrative fee of \$300 is also required, making the total one-time investment \$500.00.
2. Our production protocol calls for market animals to be raised with no grain and no growth hormones, implants, or antibiotics. [Current protocol guidelines included]. Wisconsin Meadows is our brand and WGBC is successfully marketing quality grass/forage finished beef products to a wide range of outlets looking for this type of product.
3. Our business plan calls for paying our members based on quality grade and hot carcass weight for animals meeting the protocol. Our goal is to offer at least a 20% premium pay price over conventional carcass weight price.
4. WGBC is currently buying finished animals every week, all year 'round. We welcome beef producers of all types, even if you don't currently finish animals. Our business plan includes developing an interactive member exchange of cow-calf, feeder, and finish farms enabling animal sales at all stages within the co-op, promoting production of market ready animals and uniform high quality.
5. British beef breeds are promoted for efficient and economic forage based finish potential. The goal is to provide the highest possible quality forage-finished beef products representing the expectations of our customers.

WGBC is committed to providing a reliable and consistent market for members to sell quality grass/forage finished beef animals at competitive prices. The Co-op's business of product marketing to developing retail and wholesale outlets is progressing steadily. As profitability is established the Co-op's goal will be to return financial benefits for member/producer farms and continue to develop the cooperative's efforts to provide the best possible long-term market available for your farm's animal production.

We hope you will find our invitation an attractive choice for you to be part of this exciting opportunity to join a member/producer-owned cooperative committed to representing grass-based farmers in a broad and competitive marketplace.

Sincerely,
The Members of the Wisconsin Grass-fed Beef Cooperative
800-745-9093 / www.wisconsingrassfed.coop

WGBC MEMBERSHIP AGREEMENT AND APPLICATION

MARKETING AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, by and between _____ herein referred to as "Producer," and Wisconsin Grass-Fed Beef Cooperative, an agricultural cooperative having an office in Viroqua WI, herein referred to as "WGBC".

RECITALS

A. The WGBC is an agricultural cooperative organized in 2008 under the laws of the State of Wisconsin.

B. Producer is a member of the WGBC who produces grass-fed beef.

C. Producer has purchased one share of common voting stock and paid to the WGBC the sum of \$200, receipt of which is acknowledged as an equity investment in the WGBC. This entitles Producer to all the benefits of membership in the WGBC as long as Producer complies with the articles of incorporation, bylaws, and protocol of the WGBC and the provisions of this agreement, and may be purchased back by the WGBC if membership is terminated. Producer has also paid a one-time, non-refundable administration fee of \$300. In consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

Section 1. Sale of grass-fed beef.

The WGBC agrees to buy and Producer agrees to sell to the WGBC an agreed number of head of grass-fed and finished cattle as defined by USDA standards and grown by the Producer. Said cattle will be raised in accordance with the WGBC Production Protocol.

Section 2. Payment to producer.

The WGBC shall market the Producer's grass-fed beef and the Producer shall accept as payment an agreed-on price per pound hanging weight. Price paid to the Producer may be adjusted by the board of directors to reflect market conditions. The premium paid will be based on the current conventional market price in the region for beef of like grade and quality. The WGBC shall attempt to pay the amount due the Producer not more than 15 days after delivery and passage of USDA, WI State and WGBC standards.

Section 3. Delivery.

Product shall be delivered by Producer at Producer's expense at the time as called for by the WGBC to the designated, authorized processor.

Section 4. Inspection and grading.

Prior to acceptance by the Co-op, all animals may be subject to inspection by a cooperative representative and then inspected and graded by the USDA/ WI State in

accordance with USDA/State standard rules and regulations. All purchases and/or marketing of the product received by the WGBC from the Producer shall be based upon USDA grade targets, and the Producer agrees to accept the grading tiers established by the WGBC.

Section 5. Liens.

The Producer shall notify the WGBC of any lien on any animal or carcass covered by this agreement. The Producer shall obtain permission from the lien holder for the WGBC to market such product and to retain any deductions from the payments to the Producer authorized hereunder and under the articles of incorporation and bylaws of the WGBC. After any such deductions, the Producer authorizes the WGBC to apply the balance of the sale proceeds, or so much thereof as necessary, for payment of the lien.

Section 6. Termination and Renewal.

After this agreement has been in effect one year from the date of execution, either party may terminate the agreement at any time by notifying the other party in writing within one month before date of termination. It is mutually agreed that failure to so terminate in writing shall constitute conclusive evidence that the parties have renewed this agreement for another year. The Producer is expected to renew their production/sales plan annually.

Section 7. Articles and Bylaws.

The Producer agrees to conform to and observe the articles of incorporation and bylaws of the WGBC now in force and as they may be amended hereafter.

Section 8. Assignment.

This agreement may be assigned by the WGBC in its sole discretion. The Producer may assign this agreement, but only upon written authorization granted by the board of directors of the WGBC.

Section 9. Entire Agreement.

It is agreed that the articles of incorporation, the WGBC Production Protocol, and the bylaws of the WGBC now or hereafter in effect, and this marketing agreement, constitute the entire agreement between the WGBC and the Producer Member, and that there are no oral or other conditions, promises, covenants, representations, or inducements in addition to, or at variance with, any terms of this agreement.

Section 10. Governing Law.

This agreement shall be governed by the laws of the State of Wisconsin.

APPLICATION

Applicant's Statement:

I hereby apply for membership in and agree to abide by the articles of incorporation, protocol, marketing agreement, and bylaws of the Wisconsin Grass-fed Beef Cooperative, now and hereafter in effect, copies of which have been presented to me for inspection. I certify that I currently produce, or intend to produce grass-fed beef, have paid a one-time purchase price of \$500 for one share of common voting stock and cooperative administrative fees, have signed a marketing agreement, and met such other qualifications for membership as have been explained to me.

After my membership shall have been in effect for one year from the date of its acceptance by the Wisconsin Grass-fed Beef Cooperative, either party may terminate it by notifying the other party in writing of this intention. If neither of the parties to this agreement so notifies the other, it is mutually agreed that this shall constitute conclusive evidence that the parties have renewed this agreement for another year.

Date _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone number: _____ County (farm) _____

Email address: _____

Applicant's signature _____

Mail with payment to: WGBC at PO Box 269, Viroqua, WI, 54665

Acceptance (*below to be filled out by WGBC officer and copy returned to applicant*):

Application and fees received by _____ on _____

This certifies that _____ is a member of, and is entitled to all of the rights and responsibilities, benefits and privileges of membership in the WGBC.

Date _____ Secretary: _____

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶ _____

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[][][] - [][] - [][][][][]
or
Employer identification number
[][] - [][][][][][][][]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person ▶
Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)