

CO-OP MEMBERSHIP SHARE AGREEMENT

I, the undersigned, on behalf of myself and spouse and immediate family ("Member"), hereby apply for a membership share ("Share") in the **FRY FARMS COOPERATIVE**, which consists of Spring River Dairy, Hopeful Farms and Sunshine Gardens, (the "Co-op"), and tender the sum of \$30.00 for an annual Share in the Co-op. Shares in the Co-op may be renewed yearly, and approval for a Share is subject to the discretion of Angela Adams or Colleen Obergfell of the Co-op ("Co-op Manager(s)"), or his/her designee.

I hereby affirm that my intent in applying for a share in the Co-op is to obtain raw milk, raw dairy and other direct-from-the-farm products including but not limited to eggs, beef, poultry, lamb, pork and other products which are available through the Co-op's participation in herd and flock leases and other farm product arrangements. My wish is to combine with others who share my interests, and in consideration of the promises and covenants of other members of the Co-op, I affirm that my application for a Share in the Co-op is not and shall not become, an effort, so as to undermine the common interests of other Co-op members as described above, by any participation in governmental monitoring, enforcement or other activities or otherwise.

If approved, this Share in the Co-op will entitle the undersigned to share in that certain "Female Bovine Herd-Lease and Boarding Contract" as from time to time in effect between the Co-op and **FRY FARMS** (the "Farms"), and other similar farm lease and other agreements into which the Co-op may, from time to time, enter with producers of raw milk, raw dairy, eggs and other farm products produced by other members of the Co-op. Such agreements represent leases by the Co-op of the animals in question (dairy cattle for milk, laying chickens for eggs, etc.) and require annual Initial Lease Payments by the Co-op and periodic Lease/Boarding Payments made in connection with delivery of farm products. These payments are made partly from the proceeds of the annual Share fee described in the first paragraph of this Agreement, together with periodic Boarding Fees and other payments made for services under the various leases. As such, all such payments for farm products do not represent sales, but are lease payments for Boarding and for delivery and other services rendered by the Co-op and the farmers under the respective leases and this Membership Share Agreement. I agree that I will not sell any raw milk or raw dairy obtained under this Share Membership to any person. I understand that from time to time, scarcity may occur due to weather or other circumstances concerning various direct-from-the-farm products, and by my signature below I hereby delegate to the Co-op Manager or his/her designee, the right and authority to manage the allocation of such products.

In consideration of the promises made by other Co-op Members, the undersigned hereby acknowledges that the personal choices made concerning food and nutrition may carry risks to both humans and animals, and considering such risks, the undersigned agrees not to bring any complaint, or testify against the Farms, the Co-op or any other Co-op Member in any governmental trial, hearing or proceeding whatsoever. The undersign also agrees to indemnify the Farms, the Co-op or any other Co-op Member against any claim that arises out of or relates in any way to (1) any handling, processing, consumption, or use of any milk or dairy product made from the milk produced by the leased herd after it has been retrieved or otherwise obtained by the undersigned and/or (2) the visit by any person that undersigned brings to or causes to visit the Farms or any premises where the leased herd is located.

Print Name

Phone

Address

Email

City, State, Zip

Signature

Date