



**FREEDOM AG & ENERGY COOPERATIVE, INC.
MEMBERSHIP APPLICATION AND
AGREEMENT**

APPLICANT INFORMATION

Name: _____

Authorized representative: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Facsimile No: _____

E-mail: _____

SSN/EIN (if applicable): _____

Company Name (if applicable): _____

Location of principal place of business, if different:

Agricultural products produced (if any): _____

Form of Applicant (check one): individual agricultural producer
 member-owned cooperative of agricultural
 producers
 entity agricultural producer
circle type of entity: corporation, LLC, partnership, other
 non-agricultural producer*

*Note: Only agricultural producers are eligible for membership in the Cooperative. Non-agricultural producers are entitled to participate in the Cooperative as non-member patrons but shall not have the right to vote in Cooperative matters or participate in management governance.

AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 20___, by and between: **FREEDOM AG & ENERGY COOPERATIVE, INC.**, a Maryland agricultural cooperative (the "Cooperative") and the undersigned (who is also the Applicant identified above and who, if an agricultural producer and admitted as a member of the Cooperative, shall be referred to herein as the "Member" and if not an agricultural producer shall be referred to herein as a "Non-Member Patron."). Collectively, each of the Member and the Non-Member Patron may be referred to herein as a "Patron".

WHEREAS, the purposes for which the Cooperative is formed are all and any of: (1) collectively to produce, process, prepare for market, handle, store, and market the products, of persons engaged in the production of agricultural products; (2) to act as a selling or buying agent for its members and other patrons; and (3) to purchase or otherwise acquire goods or services for its members and other patrons;

WHEREAS, following review of the application of the undersigned, the Cooperative shall verify whether the undersigned is engaged in the production of agricultural products as a farmer, planter, rancher, dairyman, beekeeper or nut or fruit grower and therefore eligible to become a Member in the Cooperative or whether the undersigned is ineligible to become a Member and therefore should be admitted as a Non-Member Patron;

WHEREAS, in either case, the undersigned shall be entitled to patronize the operations of the Cooperative and enjoy the respective rights, privileges and obligations of being a Member or a Non-Member Patron in the Cooperative.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The undersigned hereby requests, and the Cooperative agrees that (i) if eligible in accordance with the Cooperative's Articles of Incorporation and Bylaws, as amended from time to time (the "Governing Documents"), the undersigned shall be admitted a Member of the Cooperative; of (ii) if not eligible to become a Member of the Cooperative, that the undersigned be admitted as a Non-Member Patron of the Cooperative;

2. If admitted as a Member, the undersigned agrees to promptly pay to the Cooperative the membership fee established by the Cooperative's Board of Directors (the "Board") and to make such other contributions of capital as may from time to time be established by the Board, either through direct payment of such amount or, if not previously paid, by the Cooperative withholding such amount from patronage payable to the Member before the distribution of such amount by the Cooperative and the undersigned hereby consents to such retention by the Cooperative of such amounts.

3. The undersigned, whether admitted as a Member or as a Non-Member Patron, agrees to comply with the Governing Documents and with the policies of the Cooperative as established by the Board from time to time.

4. The undersigned hereby consents and agrees that any distributions with respect to the undersigned's patronage from the Cooperative made after the date hereof as qualified written notices of allocation (as defined in Section 1388(e) of the Internal Revenue Code, or any successor provision) and received by the undersigned from the Cooperative, shall be taken into account and included in the undersigned's income at such written notices' stated dollar amounts when computing the undersigned's gross income as required under Section 1385(a) for the taxable year in which such written notices of allocation are received by the undersigned.

5. The undersigned hereby states that, to the undersigned's best knowledge, all information about the undersigned contained in and made a part of this Application and Agreement is true and correct in all material respects and that no information has been withheld by the undersigned which is necessary to make such information true and correct in all material respects. The undersigned acknowledges and agrees that any material discrepancy in the veracity of the information provided shall be grounds for termination of the Cooperative of its Member or Non-Member Patron relationship with the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Membership Application and Agreement to be duly executed of behalf of the Applicant as of the date and year first above written.

By: _____

Name: _____

Name of Organization: _____