



CentralStar

Subscription Agreements

Class A Common – Class C Preferred Membership Agreement

March 4, 2026

Copies to be completed and returned to:
CentralStar Cooperative, Inc., P O Box 23157, Lansing, MI 48909-3157
800.631.3510 * www.mycentralstar.com

SUBSCRIPTION CHECKLIST

For Common Stock

Complete, sign, and return the following documents, using the highlighted fields as your guide

- Common Stock Subscription Agreement _____
- Membership Agreement _____
- IRS Form W9 _____
- Designation of Voting Representative _____
- Certificate for Trust Purchasers (If applicable) _____
- Certificate for Partnership Purchasers (If applicable) _____
- Check for \$200 _____

MAIL ALL SIGNED DOCUMENTS TO:
CENTRALSTAR COOPERATIVE, INC.
Attn: STOCKOWNER SERVICES
P.O. BOX 23157
LANSING, MICHIGAN 48909-3157

Copies of the above referenced agreements are included in the separate booklet
for execution and mailing back to CentralStar.

A copy of CentralStar's Bylaws can be accessed online at <https://mycentralstar.com/member-stockowners/>

All Common Stock purchase requests are reviewed by the Board of Directors; upon receipt of your completed forms and \$200 check, your request will be presented at the next scheduled Board meeting.

SUBSCRIPTION INSTRUCTIONS – Class A Common Stock

1. General Instructions. PLEASE READ THE SUBSCRIPTION DOCUMENTS IN THEIR ENTIRETY. THESE DOCUMENTS CONTAIN STATEMENTS AND REPRESENTATIONS WHICH ARE REQUIRED TO BE MADE BY EACH SUBSCRIBER. In order to subscribe for Common Stock (Voting) of CentralStar Cooperative, Inc., a prospective Member must complete, date and sign the following agreements and documents, which are attached:
 - (a) Subscription Agreement for Common Stock
 - (b) Membership Agreement
 - (c) Form W-9 (attached to membership agreement)
 - (d) Designation of Voting Representative (if applicable)
- Purchasers should review the Stock Ownership Name Considerations page included with the subscription information.
2. Certificate for Trust Purchasers. If the purchaser is a trust, note the specific instructions that appear in the Certificate for Trust Purchasers, which is attached to the Subscription Agreement. Please date and sign the Certificate.
3. Joint Individual Purchasers. If the Purchaser is two or more individuals jointly, note the instructions that appear as part of the Certificate for Trust Purchasers.

ALL INFORMATION SHOULD BE TYPED OR PRINTED IN INK, and CORRECTIONS MUST BE INITIALED.

Upon completion of the above, the documents should be forwarded as follows: CentralStar Cooperative, Inc., P.O. Box 23157, Lansing, Michigan 48909-23157

STOCK OWNERSHIP NAME CONSIDERATIONS

ALL STOCK SERIES

Stock should always be titled in your legal name, not familiar or nicknames. The name used for your stock should be the same as your legal name on your official documents (birth certificate, driver's license, etc.).

If you are titling stock in the name of your farm or other business entity, this should be done only if the farm or business entity is a separate legal entity with its own taxpayer identification number. A sole proprietorship is not treated as a separate legal entity, even if you have registered a business name (a "d.b.a."). If you conduct business as a sole proprietor, stock should be titled in your individual name.

COMMON STOCK – (Voting)

Voting common stock of CentralStar Cooperative, Inc. can only be held by eligible agricultural producers.

If you are conducting business through a corporation, limited liability company, partnership or other legal entity, you must title your Common Stock in the name of your farming entity that will be doing business with CentralStar and that will take into income any patronage distributions made by CentralStar to its patron stockholders. If you are conducting your farming business as a sole proprietor, including for example, if you operate under a registered business name (a "d.b.a."), you must title your Common Stock in your individual name, but you may also identify your registered business name for CentralStar's internal reference.

PREFERRED STOCK

Preferred stock is non-voting, therefore, it may be held by any person or entity. It is not necessary for your preferred stock to be held in the same name as your Common Stock.

If your ownership of preferred stock resulted from conversion of allocated patronage credits your farming entity held in CentralStar Cooperative, Inc., titling of the preferred stock in a different name may result in a distribution from that entity to the person or entity designated as the owner of the preferred stock. You should contact your tax advisor before making this decision.

If you add joint owners to your preferred stock, each combination of named owners will result in a new stockholder. If you want all preferred stock that you own titled the same, please be sure to use the desired ownership name consistently on all documents and correspondence with CentralStar Cooperative, Inc.

PLEASE DIRECT ANY QUESTIONS YOU HAVE REGARDING TITLING YOUR COMMON OR PREFERRED STOCK TO THE STOCKHOLDER SERVICES AT CENTRALSTAR COOPERATIVE, INC. -- 517.351.3180.

SUBSCRIPTION AGREEMENT - For Common Stock

CentralStar Cooperative, Inc.
P.O. Box 23157, Lansing, Michigan 48909-3157

1. **Acquisition.** Subject to the terms and conditions hereof, the undersigned hereby irrevocably subscribes to acquire one share (the "**Share**") of the Class A Common Stock (\$200 par value) ("**Common Stock**") of CentralStar Cooperative, Inc., a Michigan corporation ("Cooperative"), at a price of \$200 per Share. The undersigned understands that the Share will not be registered or qualified under federal or state securities laws in reliance upon exemptions therefrom. The undersigned acknowledges and agrees that in order to ensure that the offer and sale of the Share are exempt from registration or qualification, the Cooperative will rely on the representations and warranties which the undersigned has made in this Subscription Agreement. Accordingly, the undersigned makes the following representations for the purposes of inducing the Cooperative to permit the undersigned to acquire the Share for which the undersigned hereby subscribes.

THE UNDERSIGNED ACKNOWLEDGES THAT THE COOPERATIVE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUBSCRIPTIONS IN ITS SOLE DISCRETION, IN WHOLE OR IN PART.

2. **Review of Risk Factors.** BY EXECUTION OF THIS SUBSCRIPTION AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE PROVISIONS CONTAINED HEREIN AND IN THE RISK FACTORS SUMMARY CONTAINED IN THE DISCLOSURE STATEMENT DATED May 1, 2019 ("Risk Factors").

3. **Representations and Warranties.** The undersigned hereby makes the following representation and warranties to the Cooperative:

- 3.1. The undersigned has received and reviewed carefully the Disclosure Statement relating to the Share;
- 3.2. The undersigned has had a reasonable opportunity to ask questions of and receive answers from the Cooperative and its officers, and all such questions have been answered to the full satisfaction of the undersigned. No oral representations have been made or oral information furnished to the undersigned, in connection with the offering of the Share which were in any way inconsistent with the Risk

Factors. At no time was the undersigned presented with or solicited by any leaflet, public promotional meeting, circular, newspaper or magazine article, radio or television advertisement or any other form of general advertising. The undersigned has been advised to seek the counsel of his or her own attorney and/or business and tax advisors in considering the investment in these shares.

- 3.3. The undersigned meets the eligibility requirements for membership in the Cooperative as established by the Cooperative's Board of Directors and its Bylaws. The undersigned has executed a Membership Agreement with the Cooperative as of the same date as this agreement. The undersigned recognizes that ownership of the Shares involves special risks, including those set forth in the Risk Factors.

- 3.4. The undersigned is acquiring the Share that undersigned has specified solely for the undersigned's own account, or for one or more fiduciary accounts over which the undersigned has sole discretion. The undersigned is acquiring such Share without a view to, and not for resale in connection with, a distribution of the shares within the meaning of the Securities Act of 1933, as amended ("1933 Act"). The undersigned hereby covenants and agrees that the undersigned shall not sell the Share in violation of the 1933 Act.

- 3.5. The undersigned understands that the Cooperative is neither currently required to file reports with, nor does it currently intend to register with, the Securities and Exchange Commission under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended ("1934 Act"), or any state relying on exemptions for each state.

- 3.6. The undersigned understands that the Shares are not being registered under the 1933 Act or qualified under any state securities laws. The undersigned agrees not to transfer any of such shares unless such transfer has been registered under the 1933 Act and qualified

under applicable state securities laws, or unless, in the opinion of transferor's counsel satisfactory to the Cooperative, such a transaction is exempt from registration under the Act and qualification under any applicable state securities laws. The undersigned understands that the availability of an exemption in the future will depend in part upon circumstances outside of the control of the undersigned.

- 3.7. The undersigned acknowledges and agrees that certificates, if any, representing shares will bear legends restricting transferability and agrees to comply in all respects with the transfer. The undersigned understands that such legends will read substantially as follows:

THESE SHARES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT") OR THE SECURITIES OR BLUE SKY LAWS OF ANY STATE AND MAY NOT BE OFFERED AND SOLD UNLESS REGISTERED AND/OR QUALIFIED PURSUANT TO THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES OR BLUE SKY LAWS OR AN EXEMPTION FROM SUCH REGISTRATION OR QUALIFICATION IS APPLICABLE. THEREFORE, NO SALE OR TRANSFER OF THE SHARES SHALL BE MADE, NO ATTEMPTED SALE OR TRANSFER SHALL BE VALID, AND THE ISSUER SHALL NOT BE REQUIRED TO GIVE ANY EFFECT TO ANY SUCH TRANSACTION UNLESS (A) SUCH TRANSACTION SHALL HAVE BEEN DULY REGISTERED UNDER THE ACT AND QUALIFIED OR APPROVED UNDER APPROPRIATE STATE OR BLUE SKY LAWS, OR (B) THE ISSUER SHALL BE REASONABLY SATISFIED THAT SUCH REGISTRATION, QUALIFICATION OR APPROVAL IS NOT REQUIRED.

- 3.8. The undersigned understands that the Cooperative's Common Stock is issued to qualified Members as a token of their membership in the Cooperative, to entitle the undersigned to voting rights as a Cooperative Member, and to grant the Member the right to receive patronage allocations under the Cooperative's cooperative plan as set forth in the Bylaws. As such, the Share is not freely transferable and its value is not subject to

appreciation. The undersigned understands that ownership of the Share is not for financial investment purposes.

- 3.9. The undersigned understands that if he or she no longer meets the requirements for membership in the Cooperative, the Cooperative's Board of Directors will terminate the undersigned's ownership of the Share through redemption or reclassification of the \$200 share value to another non-voting security issued by the Cooperative. All such actions are at the discretion of the Cooperative's Board of Directors.

- 3.10. The undersigned further certifies and acknowledges as follows:

(a) The undersigned has adequate means of providing for his or her current needs and possible personal contingencies, and the undersigned has no need for liquidity of his or her Share; and

(b) The undersigned has a net worth sufficient to bear the risk of losing the undersigned's entire Share. Further, each and every representation set forth herein, and in the Membership Agreement and other related forms, which have been executed by the undersigned, are true and correct.

- 3.11. The address set forth herein is the undersigned's true and correct residence, and he or she has no present intention of becoming a resident of any other state of jurisdiction.

- 3.12. It has never been guaranteed or warranted to the undersigned by the Cooperative, its officers or directors or by any other person, expressly or by implication, that:

(a) THE UNDERSIGNED WILL RECEIVE ANY APPROXIMATE OR EXACT AMOUNT OF RETURN OR OTHER TYPE OF CONSIDERATION, PROFIT OR LOSS AS A RESULT OF OWNING THE SHARES; OR

(b) THE PAST PERFORMANCE OR EXPERIENCE ON THE PART OF THE COOPERATIVE, ANY DIRECTOR, OFFICER OR ANY

AFFILIATE, WILL IN ANY WAY INDICATE OR PREDICT THE RESULTS OF THE OWNERSHIP OR SHARE OF THE SHARE OR OF THE OVERALL SUCCESS OF THE COOPERATIVE.

documents on behalf of the entity. IF THE UNDERSIGNED IS ONE OF THE AFOREMENTIONED ENTITIES, IT HEREBY AGREES TO SUPPLY ANY ADDITIONAL WRITTEN INFORMATION THAT MAY BE REQUIRED BY THE COOPERATIVE.

- 3.13. The undersigned understands that the Cooperative is soliciting only eligible members / patrons with respect to the sale of Shares. The undersigned has not and will not, except at the express request of the Cooperative, permit any person, other than the undersigned spouse, attorney, accountant or purchaser representative, to review any documents which have been presented in connection with the sale of the Share.
- 3.14. In the event that the undersigned is an individual, the undersigned represents that he or she is 21 years of age and is a bona-fide citizen or permanent resident of the United States.
- 3.15. If the undersigned is more than one person, the obligations of the undersigned shall be joint and several, and the representations and warranties herein contained shall be deemed to be made by and be binding upon such person, and ownership of the Share subscribed for by the undersigned shall be set forth on the signature page hereto.
- 3.16. If the undersigned is the trustee of a revocable inter vivos trust, the undersigned represents that he or she is the sole and true party in interest and is acquiring the Share for the account of a revocable trust of which he or she and/or other members of his/her immediate family are the sole beneficiaries during his/her or their lifetime(s).
- 3.17. In the event that the undersigned is a trust, the undersigned: (a) is authorized and otherwise duly qualified to acquire and hold the Share, (b) has its principal place of business at its residence address set forth on the signature page hereof, (c) has not been formed for the specific purpose of acquiring the Share, and (d) has submitted and executed all documents required pursuant to the Certificate for Trust and Joint Purchasers and Special Subscription Instructions. The person executing this Subscription Agreement and all other documents hereby represents that such person is duly authorized to execute all such

- 3.18. If there should be any adverse change in the representations and information set forth herein prior to the Cooperative's acceptance or rejection of this subscription, the undersigned will immediately notify the Cooperative of such change.
- 3.19. The undersigned realizes that this Subscription Agreement does not constitute an offer by the Cooperative to sell Shares, but is merely a request for information. The undersigned understands that the Cooperative reserves the right to reject subscriptions in whole or in part.
- 3.20. The undersigned represents that the only consideration given for payment for the Share is as set forth in the first paragraph of this Agreement.
- 3.21. At the request of the Cooperative, the undersigned will promptly execute such other instrument or documents as may be reasonably required in connection with the acquisition of the Share. The undersigned hereby agrees that the representations and warranties set forth in this Subscription Agreement shall survive the acceptance hereof by the Cooperative, shall be binding upon the heirs, executors, administrators, successors, and assigns to the undersigned, and this subscription is not voluntarily transferable or assignable by the undersigned. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

4. **Registration.** The undersigned requests the Shares be registered as follows:

with title to be held as follows:

- _____ Individual Ownership
- _____ Tenants in Common (Each Owner must sign)
- _____ Community Property (Both Spouses must sign)
- _____ Joint Tenants with Right of Survivorship (Each Owner must sign)
- _____ Trust
- _____ Corporation
- _____ Partnership
- _____ Limited Liability Company
- _____ Other (Describe _____)

5. **Payment:**

_____ The undersigned agrees to enclose with this Agreement a check to CentralStar for \$200.

6. **Unclaimed Share Acquisition Amounts.** In the future where the member/patron becomes ineligible to hold the Share as a voting member of the Cooperative, the Cooperative's Board of Directors offers to repurchase the Share or transfer the Share acquisition amount to another security issued by the Cooperative which subsequently is to be repurchased by the Cooperative, and the Cooperative cannot locate the undersigned after reasonable effort, the undersigned agrees as follows. The Cooperative's Board of Directors, at its sole discretion, may either:

- (a) Reclassify the Share acquisition price amount to the Cooperative's general reserves and cancel the outstanding Share or other security to which the amount was transferred, or
- (b) Handle the Share acquisition price in the same way as Unclaimed Patronage Refunds and Credits in accordance with Article X, Section 6 of the Cooperative's Bylaws, as amended.

7. **Acceptance.** This subscription is subject to final acceptance by the Cooperative, to be evidenced by the signature of an officer of the Cooperative as set forth on the Subscription Agreement Signature Page.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this _____ day of _____, _____.

For Entity Purchaser

_____ (Print name of Entity)

_____ (Signature)

_____ (Title)

_____ (Address)

_____ (Phone)

_____ (Email)

_____ (Customer #)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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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 for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.*

CERTIFICATE FOR TRUST PURCHASERS (if applicable)

If the Purchaser is a trust, an authorized trustee must complete, date and sign this Certificate.

CERTIFICATE

I hereby certify that:

- a. The Purchaser has been duly formed and is validly existing and has full power and authority to invest in Shares of Class C Preferred Stock of CentralStar Cooperative, Inc., a Michigan corporation (the "Cooperative"). The Purchaser has not been formed for the purposes of investing in the Shares.
- b. The Purchaser's Subscription Agreement for Class C Preferred Stock has been duly and validly authorized, executed and delivered by the Purchaser and, upon acceptance by the Cooperative, will constitute the valid, binding and enforceable obligation of the Purchaser.

Dated: _____

Name of Purchaser (please print)

Signature and Title of Trustee

SPECIAL SUBSCRIPTION INSTRUCTIONS FOR TRUST PURCHASERS.

If the Purchaser is a trust the additional instructions below must be followed. INFORMATION ADDITIONAL TO THAT REQUESTED BELOW MAY ALSO BE REQUIRED BY THE COOPERATIVE IN SOME CASES.

In the case of a trust, the authorized trustee should date, sign and complete the Subscription Agreement, printing the name of the trust above his or her signature and printing his or her name and the word "trustee" below the signature. The Trustee must provide a copy of the Trust Agreement or an executed certificate of trust evidencing the trust's power and authority to subscribe for and own the Share. IN ADDITION, THE AUTHORIZED TRUSTEE SHOULD ALSO PROVIDE ALL INFORMATION REQUESTED IN THE SUBSCRIPTION AGREEMENT (AND THE PURCHASER QUESTIONNAIRE IF APPLICABLE AS IT PERTAINS TO HIM OR HER AS AN INDIVIDUAL).

CERTIFICATE FOR PARTNERSHIP PURCHASERS (if applicable)

If the Purchaser is a general partnership, each partner must complete, date and sign this Certificate.

Certificate

The below-signed partners hereby certify that:

- a. The Purchaser has been duly formed as a general partnership and is validly existing and has full power and authority to invest in Shares of Class A Common and/or Preferred Stock of CentralStar Cooperative, Inc., a Michigan corporation (the "Cooperative"). The Purchaser has not been formed for the purposes of investing in the Shares.
- b. The Purchaser's Subscription Agreement for Class C Preferred Stock has been duly and validly authorized, executed and delivered by the Purchaser and, upon acceptance by the Cooperative, will constitute the valid, binding and enforceable obligation of the Purchaser.

Disposition Instructions

To avoid confusion and provide guidance as to the intent of the Partnership, the below-signed partners instruct the Cooperative as follows:

In the event of the dissolution of the partnership for any reason, the Cooperative should (in accordance with its then applicable policies regarding all member accounts) payout or re-assign the partnership's equity accounts with the Cooperative and any credit balances in trade accounts to:

(Check one)

- a. each partner separately in equal proportion based on the number of partners in the partnership at the time of the dissolution. Each partner's share will be directed by them or their personal representative or other fiduciary.
- b. the former partner or partners who continue the farming business of the former partnership in any form or entity without regard or responsibility to any former partners no longer involved in the business.
- c. the party or parties designated at that time by written instruction received by the Cooperative signed by all partners at the time of the partnership's dissolution.
- d. the party or parties designated at that time by written instruction received by the Cooperative signed by the following designated partner(s).

The below-signed partners agree that failure of the partners of the dissolved partnership to act as required by the instructions above after a reasonable time to be determined by the Cooperative shall be understood by the Cooperative to constitute release of the Cooperative from all responsibilities regarding and a formal abandonment of all of the partnership and individual partner accounts with the Cooperative. Such abandoned account balances will be treated as being contributed to the general unallocated surplus of the Cooperative.

DESIGNATION OF VOTING MEMBER REPRESENTATIVE

Member: _____

Corporate Secretary
CentralStar Cooperative, Inc. (Cooperative):

The following individual has been duly designated as the voting representative of the above Member:

Name

Address

Address

(_____) _____
Phone Number

This designation is to be effective on _____ and it to continue in effect until the Cooperative is notified of a change.

Member acknowledges that the Cooperative accepts the above designation as stated with no obligation to ascertain whether the representative has been properly designated through formal action of the Member.

(Signed)

(Print Name)

(Title)

MEMBERSHIP AGREEMENT

The undersigned hereby applies for membership in CentralStar Cooperative, Inc. In making this application, the Member agrees and consents as follows upon acceptance of this application by the Cooperative's Board of Directors:

1. That Member is an owner or producer of livestock, or otherwise conducts agricultural related business within the territory in which the Cooperative operates.
2. That Member understands that retention of Member's voting common stock in the Cooperative is dependent upon Member meeting annual minimum product or service purchase requirements set from time to time by the Cooperative's Board of Directors and meeting other requirements established in the bylaws of the Cooperative.
3. That Member has received a copy of the bylaws of the Cooperative and has read these bylaws and agrees to abide by the provisions contained therein and as amended in the future.
4. That Member, by accepting this membership, consents that the amount of any distributions with respect to the member's patronage which are made in written notices of allocation (as defined in 26 U.S.C. 1388), and which are received by the Member from the Cooperative, will be taken into account by the Member at their stated dollar amounts in the manner provided in 26 U.S.C. 1385 (a) in the tax year in which such written notices of allocation are received.
5. That Member has completed and signed IRS Form W-9, Payer's Request for Taxpayer Identification Number. This form is attached to this application.
6. That Member specifically agrees to the provisions of Article X, Section 6 of the Cooperative's bylaws regarding unclaimed patronage refunds and equity credits (whether in the form of accounts or securities issued in redemption of such credits) and other amounts that may be owed to Member by the Cooperative at some future date when Member's whereabouts may not be ascertainable to the Cooperative.
7. That this agreement is not transferable unless such transfer is approved by the Cooperative's Board of Directors.
8. That, if Member is an entity other than an individual, the entity will keep on file with the Cooperative's corporate secretary a written record of the person currently designated to vote on behalf of the Member entity. Member understands that designated person is the only person who will be able to cast the entity's vote until the Cooperative is notified of a new designated representative.

Upon acceptance of this application by the Cooperative's Board of Directors, the Cooperative will issue one share of voting common stock with a par value of \$200 to the Member.

The membership established by this agreement shall remain in effect until the Cooperative's Board of Directors finds that the Member is no longer eligible for membership under the Cooperative's bylaw provisions, or until the Member notifies the Cooperative in writing of the intention to terminate this membership. Redemption of the Member's voting common stock share will be at the discretion of the Board of Directors under bylaw provisions of the Cooperative.

Date _____

Member's Signature: _____

Member's Name (Print): _____

Title (If Applicable): _____

Address (street) _____

City/State/Zip _____

Phone Number: (____) _____ **E-mail:** _____