

**UNITED POTATO GROWERS OF IDAHO, INC.  
MEMBERSHIP AGREEMENT**

THIS AGREEMENT executed on \_\_\_\_\_ between \_\_\_\_\_ (Farm Name) hereinafter called "Member", and UNITED POTATO GROWERS OF IDAHO, INC., an agricultural cooperative, hereinafter called the "Cooperative" with principal place of business in Idaho Falls, Idaho, is made in consideration of mutual promises and other good and valuable consideration, and is as follows.

1. This Agreement is one of several similar agreements made by the Cooperative with the potato growers who are mutually and individually obligated under the terms hereof ("Members"). The Cooperative shall be deemed to be acting in its own name for and on behalf of all its Members in carrying out the provisions of such agreements or in any action or legal proceeding resulting therefrom.
2. The person who signs on behalf of Member, acknowledges that Member is an Agricultural producer which is either an individual, partnership, corporation or other entity actually engaged in the production of potatoes or a landlord which receives a portion of the crop as rent. Member agrees to provide the names of all other individuals that are either a partner(s) or family member(s) in the operations of \_\_\_\_\_ (Farm Name). Member agrees to accurately disclose in this document any and all partnerships engaged in the production of potatoes. Member agrees to provide accurate and complete information sought in this membership application, and elsewhere as needed.
3. Member hereby agrees to acquire one (1) share of common voting stock at a price of One Hundred Dollars (\$100.00).
4. Member agrees to acquire one (1) share of Preferred Stock of the Cooperative for each acre of potatoes grown in 2004 at a price of Five (\$5.00) per share or request a three (3) year (years 2002, 2003, 2004) average at a price of Five (\$5.00) per share. Member also acknowledges that the Board of Directors may assess a check-off or marketing fee to help finance the operations of the Cooperative.
5. The role of the Cooperative and its Members is acreage management and data collection and analysis, and the associated rules and regulations shall be observed by Members as published by the Cooperative and provided to Member. Said policies will be set by the Board of Directors. In the event Member does not observe such acreage management rules and regulations, Member may be assessed penalties and fines. Member may also be discharged from Cooperative by a vote of a majority of the Board of Directors of the Cooperative. Member acknowledges that the Board of Directors of the Cooperative may, at their discretion, adopt penalties for violations of the Membership Agreement.
6. In the event the Cooperative realizes monetary benefits through any of its operations or activities, such benefits will be allocated to Member in accordance with their patronage, or in absence of patronage, in accordance with the outstanding Preferred Stock of Member, on a per share basis.
7. This Membership Agreement, together with the Cooperative's Articles of Incorporation, Bylaws, supply stabilization policies, quality standards, acreage management, rules and regulations constitute the entire contract between the Cooperative and Member. Member also agrees to abide by any additional rules and regulations agreed to by the Board of Directors which are not in conflict with the Articles of Incorporation and Bylaws.

8. This Membership Agreement is binding on Member, his heirs, successors and assigns. In the event Member utilizes an entity, which he owns, controls, or affiliates with to circumvent the provisions of this Agreement, the Cooperative shall be entitled to treat such act as an assignment. The penalties for such breach shall be assessed to Member, his heirs, successors or assigns.
9. The term of this Agreement shall commence on the date of the last signature below and expire on August 31, 2012. Thereafter, this agreement shall automatically renew for consecutive 3 year terms unless terminated as specifically set forth herein or by member's written notice at least 6 months prior to commencement of any new membership term. Sample key member notification deadlines will be:
  - March 1, 2012 for membership term beginning September 1, 2012
  - March 1, 2015 for membership term beginning September 1, 2015
  - March 1, 2018 for membership term beginning September 1, 2018

Until the end of the current membership term, notification of intent to withdraw membership, regardless of when it occurs, DOES NOT absolve member from member's obligation to comply with all acreage management, dues, and data collection rules and regulations required to be observed by the general membership as published by the Cooperative and provided to its Members. All amounts paid for preferred stock, and any check-off amounts withheld shall be forfeited by withdrawing member.

10. Contingency clause: This membership agreement will remain in effect unless and until the following conditions occur:
  - a. A minimum of 80% of Idaho's fresh acres fail to join or continue as members in the Idaho Cooperative. The Board will formally announce if and when the 80% target has been met. If less than 80% of the fresh acres join or remain members, those members who have signed this agreement have the right to withdraw their written commitment or they can individually agree to continue their membership in the Idaho Cooperative with a lesser required fresh membership mass providing the Cooperative agrees to accept the continuation of said membership.
  - b. The above membership target minimum must be accomplished on or before September 14, 2009.

If the above membership target conditions are not met by September 14, 2009, this membership agreement shall be considered null and void with the exception of those continuing members as described in 10a. above. If the above conditions are met any time on or before September 14, 2009, this membership agreement is immediately no longer contingent and shall be in full force and effect.

Farm Name (Please Print)	Name of Person Representing Farm (Please Print)
Signature of Person Representing Farm	Date of Signature
2004 Base Acres (Acres of Fresh, Seed, Dehy Contract, Frozen Contract Potatoes)	
Signature of Cooperative Representative (Acceptance of Application)	Date of Cooperative Acceptance

Membership Subscription: Preferred Stock Calculation  
(2004 Potato Acreage)

Fresh Acres \_\_\_\_\_

Seed Acres \_\_\_\_\_

Dehy Contract Acres \_\_\_\_\_

Fryer Contract Acres \_\_\_\_\_

**Total Fresh and/or Seed Acres** \_\_\_\_\_

(\$5.00 Fresh/Seed per acre) X \$5.00 \_\_\_\_\_

Total Preferred Stock \$ \_\_\_\_\_

+ Common Voting Stock + \$100.00 \_\_\_\_\_

Total \$ \_\_\_\_\_

**Additional Membership Information**

Member Mailing Address Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

( ) - \_\_\_\_\_

Member's Telephone Number

Email Address

( ) - \_\_\_\_\_

Members Cell Phone Number

\_\_\_\_\_

Farm Entity Federal ID Number

Preferred Method of Receiving  
Information:

US Mail

Electronic Mail

Phone

Cell Phone

Fax

County(s) or locale where potatoes are grown:

\_\_\_\_\_  
\_\_\_\_\_

Farming Partner(s):  
Name:  
\_\_\_\_\_  
(Please Print)

Mailing Address:  
Street \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_

Farming Partner(s):  
Name:  
\_\_\_\_\_  
(Please Print)

Mailing Address:  
Street \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_

Please send this agreement and payment to:

United Potato Growers of Idaho  
Membership Coordinator  
6109 South Yellowstone Highway  
Idaho Falls, ID 83402