

SUBSCRIPTION AGREEMENT AND LETTER OF INVESTMENT INTENT

**Cooperative Regions of Organic Producer Pools Cooperative
Class E, Series 1 Stock**

This Agreement is between Cooperative Regions of Organic Producer Pools, a Wisconsin Cooperative (the “Company”), and _____
(NAME(S) TO APPEAR ON ACCOUNT), the “Subscriber(s)”, resident(s) of the State of _____:

In consideration of the mutual promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Agreement of Sale. The Company agrees to sell to Subscriber, and Subscriber agrees to purchase from the Company, _____ shares of the Company's Class E, Series 1 Stock (the “Shares”), for a purchase price of \$50.00 per Share.

2. Payment of the Purchase Price. Concurrently with the delivery of this Agreement, Subscriber delivered a check directly to the Company in the amount of \$_____, payable to the order of “CROPP” in full payment for the purchase of the Shares.

3. Representations and Warranties of Subscriber. In consideration of the Company's offer to sell the Shares, Subscriber hereby represents and warrants to the Company as follows:

(a) That Subscriber has received all requested information, has fully reviewed, and is familiar with the business and financial condition of the Company, and has also reviewed the Company's Offering Circular dated June 30, 2009 (the “Circular”), and any and all exhibits attached thereto. Subscriber further acknowledges that Subscriber has had adequate time and opportunity to review the Circular individually and with Subscriber's professional advisors, if any;

(b) That Subscriber believes that an investment in the Shares is suitable for the Subscriber and that the Subscriber is in a financial position to hold the Shares for an indefinite period of time and is able to bear the economic risk and withstand a complete loss of Subscriber's investment in the Shares;

(c) That Subscriber, either alone or with the assistance of Subscriber's own professional advisors, has such knowledge and experience in financial and business matters that Subscriber is capable of reading and interpreting financial statements and evaluating the merits and risks of the prospective investment in the Shares;

(d) That Subscriber recognizes that an investment in the Shares is highly speculative, illiquid and involves a high degree of risk, including, but not limited to, the risk of a complete loss of Subscriber's investment in the Shares;

(e) That the Subscriber certifies, under penalties of perjury, that the undersigned is **NOT** subject to the backup withholding provisions of Section 3406(a)(i)(C) of the Internal Revenue Code of 1986, as amended. *(Note: You are subject to backup withholding if (i) you fail to furnish your Social Security number or taxpayer identification number herein; (ii) the Internal Revenue Service notifies the Company that you furnished an incorrect Social Security number or taxpayer identification number; (iii) you are notified that you are subject to backup withholding; or (iv) you fail to certify that you are not subject to backup withholding or you fail to certify your Social Security number or taxpayer identification number.)*

(f) Subscriber is a bona fide resident of, and is domiciled in and received the offer and made the decision to invest in the Shares in the state set forth on page 1 hereof;

(g) If an entity, Subscriber was not formed for the purpose of investing in the Shares;

4. Investment Purpose in Acquiring the Shares. Subscriber acknowledges that the Shares have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or applicable state securities laws and that such Shares will be issued to Subscriber in reliance on exemptions from the registration requirements of the Securities Act and applicable state securities laws and in reliance on Subscriber's and the Company's representations and agreements contained herein. Subscriber is subscribing to acquire the Shares for the account of Subscriber for investment purposes only and not with a view to their resale or distribution. Subscriber has no present intention to divide Subscriber's participation with others or to resell or otherwise dispose of all or any part of the Shares.

5. Restrictions on Transfer and Restrictive Legend. Subscriber agrees that the Company may place a restrictive legend on the certificates representing the Shares indicating that the Shares may not be re-sold or transferred without compliance with applicable federal and state securities laws. In addition, a legend shall also be placed on the certificates noting the restrictions on transfer contained in the governing documents of the Company and the Company may place a stop transfer order in its books noting the restrictions on transfer to which the Shares are subject. Subscriber understands that the Shares are not freely transferable and may, in fact, be prohibited from sale for an extended period of time and that, as a consequence thereof, the undersigned must bear the economic risk of investment in the Shares for an indefinite period of time and may have extremely limited opportunities to dispose of the Shares.

6. Miscellaneous.

(a) Notice. If any notification is required by law, such notification shall be deemed reasonable and properly given five (5) days following deposit in the United States Mail or one day following deposit in Federal Express or other reputable overnight service postage prepaid, addressed to the Company or the Subscriber at the address shown herein.

(b) Successors or Assigns. The Company and the Subscriber agree that all of the terms of this Agreement shall be binding on their respective successors and assigns, and that the term the “Company” and the term “Subscriber” as used herein shall be deemed to include, for all purposes, the respective designees, successors, assigns, heirs, executors and administrators. Notwithstanding the foregoing, this Agreement and the rights and obligations of the parties hereunder shall not be assignable, in whole or in part, by Subscriber without the prior written consent of the Company.

(c) Governing Law. This Agreement shall be interpreted and governed under the laws of the State of Wisconsin, other than its choice of law provisions.

(d) Arbitration. Any controversy or claim arising out of or relating to this Agreement, the Subscriber's purchase of the Securities or any breach of this Agreement, shall be settled by arbitration administered in Dane County, Wisconsin by the American Arbitration Association in accordance with its Securities Arbitration Rules, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(e) Representations to Survive Delivery. The representations, warranties, and agreements of Subscriber contained in this Agreement will remain operative and in full force and effect and will survive the payment of the purchase price pursuant to Section 2 above and the delivery of the certificates representing the Shares.

(f) Entire Agreement. This Agreement, including the Schedules and Exhibits attached hereto, constitutes the entire agreement of the parties relative to the purchase of the Shares by the Subscriber and supersedes any and all other agreements and understandings, whether written or oral, relative to the matters discussed herein.

→ _____
Subscriber #1 Name - Please Print (Must be 18 or older) Social Security # to be used for tax reporting (Must match Subscriber #1 Name)

→ _____
Subscriber#1 Signature Date

→ _____
Subscriber #2 Name (Please Print)

→ _____
Subscriber#2 Signature

→ _____
Name(s) to be printed on Stock Certificate - *Name should match account name as shown on page 1*

Federal Tax ID or EIN Number (*Necessary only if subscriber is a partnership, corporation, limited liability company, trust, or other entity – paperwork indicating who may act as signatory on account must be attached.*)

→ _____
Address (if PO Box, please list street address also)

→ _____
City State Zip Code

→ _____
Telephone Number Email Address (optional)

→ Dividend Payment Option (check one) Cash _____* Reinvest _____
(*If ACH deposit, fill out form on page 4)

(This section completed by CROPP Cooperative)
The Company hereby accepts the subscription evidenced by this Agreement:
Cooperative Regions of Organic Producer Pools Cooperative

MAIL FORM TO:
Organic Valley
P.O. Box 86
La Farge, WI 54639

By

Title

Date

IMPORTANT - Please Fill Out: I learned about this offer from (please check):

____ Newspaper _____ (Name of Paper)
____ Friend
____ Website
____ Other _____ (Please describe)

Thank you!

7/09

Direct Deposit Request Form

ACH deposit only. No outgoing wires for payment of dividends.

All Fields are required

BANK INFORMATION

Bank Name: _____

Bank Mailing Address: _____

Bank City, State, Zip Code: _____

Bank Phone Number: _____

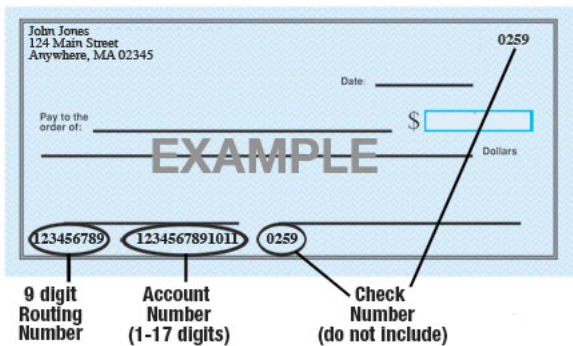
Name on Bank Account: _____

Bank Routing# (ABA): _____

[See example below]

Bank Account Number: _____

Checking Account Savings Account *****PLEASE ATTACH A VOIDED CHECK*****



Authorization Signature(s): **X** _____ **X** _____
(If joint account, both must sign)

Date: ____/____/____ Date: ____/____/____
 DD MM YYYY DD MM YYYY

OFFICE USE ONLY:	SH ID: _____	VEN. ID: _____	DT. MAILED: _____	DT SUBM. AP: _____
<input type="checkbox"/> SH EXC. FLAG	<input type="checkbox"/> SH DETAIL	<input type="checkbox"/> EXC. DOC. FLAG	<input type="checkbox"/> COPY(S) EQ. FILE	<input type="checkbox"/> VEN. SET-UP
OTHER ACNT: <input type="checkbox"/> YES (FOLLOW-UP W/SH) <input type="checkbox"/> NO		COMMENTS: _____		