



**Educational and Institutional Cooperative Service, Inc.**  
**Patronage Agreement and § 1388(c)(2) Consent**

The participating Institution (the "Contract Patron") and Educational and Institutional Cooperative Service, Inc. ("E&I") hereby agree that Contract Patron shall be treated as a Contract Patron, within the meaning of Articles VIIA and VIII of E&I's Bylaws, as amended from time to time (the "Bylaws"), and E&I agrees to pay patronage refunds to Contract Patron in accordance with Article VIII of the Bylaws on the basis of the quantity or value of business done with or for such person during the term of this Agreement.

Contract Patron hereby consents that the amount of any distributions with respect to its patronage occurring after the date of this Agreement which are made in the form of qualified written notices of allocation as defined in 26 U.S.C. 1388 and which are received by Contract Patron from E&I will be taken into account by Contract Patron at their stated dollar amounts in the manner provided in 26 U.S.C. 1385(a) in the taxable year in which such qualified written notices of allocation are received.

The consent in the immediately preceding paragraph may be revoked in writing at any time by Contract Patron, but such revocation shall be effective only with respect to the Contract Patron's patronage with E&I occurring on or after the first day of the first taxable year of E&I beginning after such written revocation is received by E&I. This Agreement shall remain in effect until terminated by either Contract Patron or E&I through written notice given by the party terminating this Agreement to the other party. Any termination will be effective as of first day of E&I's fiscal year beginning immediately after the notice described in the preceding sentence is delivered.