



12002 AIRPORT WAY • BROOMFIELD CO 80021 • (303) 635-4000

Organic Certifier Information Release Form

Dear Organic Certifier:

- I hereby authorize my certifier to **RELEASE** a copy of my farm's **Organic Dairy/Livestock Certificate** to Horizon Organic Dairy, LLC, a subsidiary of WhiteWave Foods Company (Horizon) upon Horizon's request.
- Upon renewal of my farm's Certification each year, I hereby authorize and request that my certifier automatically send a copy of such renewed **Organic Dairy/Livestock Certificate** to Horizon via facsimile at 303/635-5000, Attention: QA Compliance Manager.
- If my certifier recommends that my certification be **suspended** or **revoked** or if I **voluntarily surrender** my certification with such certifier, I hereby authorize the certifier to notify Horizon immediately of such action via facsimile at 303-635-5000, Attention: QA Compliance Manager.
- I agree to allow Horizon's representatives complete access to my organic files, including but not limited to those at my certifier.

I hereby waive any privilege and privacy claim that I may have in connection with the release of the information set forth in this Release Form. I agree to indemnify, protect, defend and hold harmless the certifier for any claims I may have against it for the release of the above-described information.

PLEASE COMPLETE:

Farm Name & Names as they appear on Certificate

Printed Name

Signature / Date

State

Certificate #





Producer Pay Program – EAST

All milk priced at the following standards:
3.5% Butterfat, 3.05% Protein, 5.65% Other Solids

\$25.00/cwt Initial Base Price

\$1.75/lb Butterfat
\$1.562/lb Protein
\$0.25/lb Other Solids
\$12.70/cwt All Volume

Market Adjustment Premium (MAP) \$1.00/cwt - paid monthly

Seasonality Adjustment Premium (SAP) \$3.00/cwt – paid monthly

on all production for the months of October, November, December and January.

Quality Premium – paid monthly Premiums are based on monthly averages of all test results.

Standard Plate Count	≤ 4,000/mL	≤ 6,000/mL	≤ 8,000/mL	≤ 16,000/mL
	\$0.3750/cwt	\$0.2812/cwt	\$0.1875/cwt	\$0.0938/cwt
PI Count	≤ 8,000/mL	≤ 12,000/mL	≤ 16,000/mL	≤ 32,000/mL
	\$1.1250/cwt	\$0.8438/cwt	\$0.5625/cwt	\$0.2812/cwt
Somatic Cell Count	≤ 140,000/mL	≤ 175,000/mL	≤ 225,000/mL	≤ 300,000/mL
	\$1.500/cwt	\$1.1250/cwt	\$0.7500/cwt	\$0.3750/cwt

Quality premium payments will be determined individually. A high count on one will not negate the qualification of the others. Milk must pass cryoscope testing and no inhibitors to receive premiums.

Volume Premium – paid monthly

≥300,000 pounds	≥150,000 pounds	≥75,000 pounds
\$0.50/cwt	\$0.30/cwt	\$0.15/cwt

 Producer's Initials

 Date



MILK PURCHASE AGREEMENT

This Milk Purchase Agreement is entered into by Horizon Organic Dairy, LLC ("Horizon") and _____
d/b/a _____
("Producer") located at _____
and is effective as of _____ (the "Effective Date").

Horizon agrees to buy and Producer agrees to sell Producer's Base Volume of milk as defined below that meets all the requirements of law for organic Grade "A" raw milk ("Organic Milk") and pass all Horizon, local, State and Federal inspections produced at the above location in accordance with this Agreement.

1. Organic Certification. Producer is (*check one*) currently producing Organic Milk or in the process of converting to Organic Milk production.

1.1. Producer shall provide Horizon a copy of certification by an organic certifying agency that is mutually agreed to by the parties ("Organic Certification"). Producer shall maintain, and be responsible for all costs and fees associated with maintaining this certification. Producer shall be responsible for, and shall make timely payment of, all government fees that are assessed on producers for their raw milk including, but not limited to, promotion and market administrator fees. If: (a) Producer loses Organic Certification for any reason; or (b) Horizon believes that Producer's certifier has questioned or is investigating any portion of Producer's compliance with Producer's organic systems plan or the National Organic Program laws, rules, and or regulations ("NOP"), or whether Producer's organic systems plan is adequate under the NOP, then Horizon may in its sole discretion terminate or suspend this Agreement effective immediately upon written notice.

1.2. If Producer does not have Organic Certification on the Effective Date, Producer agrees to achieve and provide proof of Organic Certification within _____ months of the Effective Date. If Horizon reasonably believes that Organic Certification will not be achieved within _____ months of the Effective Date, or if Organic Certification is not actually achieved by that date, Horizon may terminate this Agreement effective immediately upon written notice, without penalty to either party.

2. Purchase Price and Volume.

2.1. Price. Horizon agrees to pay Producer for Organic Milk an initial base price as set forth on Schedules A and B (the "Initial Base Price"). The Initial Base Price specified on Schedule A(a) may be adjusted upwards or downwards in Horizon's sole discretion (and without regard to whether any similar actions were taken, or are contemplated to be taken with respect to other producers supplying Horizon under similar arrangements) upon thirty (30) days prior notice to Producer; provided, however, that a decrease in the Initial Base Price of greater than twenty-five percent (25%) shall require the written approval of Producer. In addition, Horizon may, in its sole discretion and upon thirty (30) days prior written notice to Producer, amend or terminate the MAP as specified in Schedule A(d) or the Milk Quality Premium Program as specified in Schedule A(c) and Schedule B attached hereto in either case without regard to whether an adjustment is made to the MAP or Milk Quality Premium Program of one or more other Producers currently supplying Horizon.

2.2. Base Volume. On the Effective Date, Producer shall provide Horizon with a good faith estimate of its monthly production of Organic Milk for a 24 month period as set forth on Schedule C hereto ("Base Volume"). Producer and Horizon shall mutually agree in writing on an update to Schedule C annually or more frequently upon written request from Horizon, and any such mutually agreed upon written

Producer's Initials _____

amendment shall amend the Base Volume for the purposes of this Agreement to the amount specified in the agreed upon written amendment.

- 2.3. Production Changes. Producer shall immediately notify Horizon in writing if Producer anticipates (i) an increase or decrease of 20% or more in the Base Volume, or (ii) any decrease in his herd size. In the event that Producer either (a) notifies Horizon in writing that Producer will supply less than 80% of the Base Volume at any time; or (b) Producer actually supplies less than 80% of the Base Volume in any given month, then Horizon shall have the unilateral right to terminate this Agreement in Horizon's sole discretion and neither party shall have any further liability to the other under this Agreement or otherwise upon the effective date of such termination.
- 2.4. First Right of Refusal. Horizon shall have a right of first refusal to purchase all, or any portion of, Organic Milk in excess of the Base Volume produced during the term of this Agreement, at the same price and on the same terms in this Agreement. Horizon's purchase of additional Organic Milk in excess of the Base Volume at any time during the term of this Agreement or any renewal thereof shall not be deemed to be an adjustment to the Base Volume for future purchases and Horizon shall be under no obligation to purchase Organic Milk in excess of Base Volume at any time. Horizon shall have 30 days after receipt of written notice from Producer to exercise the rights described in this Section, by providing written notice to Producer stating the additional volume to be purchased. Horizon may, in its sole discretion, decrease the Base Volume hereunder upon written notice to Producer in the form of an updated Schedule C, and Producer shall be bound by such updated Schedule C ninety (90) days after receipt thereof; provided, however, that a decrease in the annualized Base Volume of greater than twenty-five percent (25%) shall require the written approval of Producer.
3. Milk Pick-Up and Transportation. Horizon will, at its expense, arrange for the transportation and procure "Cargo Insurance" for Producer's Organic Milk from Producer's farm to Horizon or its designated processor's place of business. Producer shall make the raw milk available for pick-up at his farm in accordance with Horizon's milk pick-up schedule. Horizon will make reasonable efforts to accommodate Producer's requested pick-up schedule. Horizon shall have no obligation to pick up, accept delivery of, or pay for Organic Milk that fails to meet Horizon's quality and testing standards set forth below. Horizon reserves the right to charge for hauling expenses at any time during the term of this Agreement. In the event Horizon beings to charge for hauling expenses, Producer's Initial Base Price, as such Initial Base Price may be adjusted from time to time, may contain a discount to cover such hauling expenses.
4. Quality and Testing Standards. Horizon or its designated processor shall be responsible for conducting a test approved in Appendix N of the Pasteurized Milk Ordinance to test for specified drug residues prior to pumping the milk from the delivery tanker. Producer acknowledges this test as the official antibiotic test for the acceptance or rejection of its milk. Horizon shall also have the right to reject any milk not conforming to the Milk Quality Standards set forth on Schedule B. Rejected milk in Horizon's possession shall be disposed of by Horizon in accordance with Producer's prompt instructions. However, in any event, Producer agrees to pay Horizon for all costs incurred by Horizon in storing, transporting and disposing of rejected milk.
5. Title, Risk of Loss and Indemnity. Property, title and risk of loss with respect to any milk sold hereunder shall pass from Producer to Horizon upon the milk being pumped into Horizon's or other designated transport vehicle, unless some defect is found in the milk after receipt that causes the milk not to be fit for fluid Organic Milk use. Producer shall be liable to Horizon and agrees to defend, indemnify and hold Horizon, its parent organizations, affiliated companies, and customers, as well as its and their officers, directors, agents, and employees harmless from any direct, indirect and consequential damage, expense or loss (including attorneys' fees) incurred by Horizon relating to product withdrawals and recalls and to claims, actions or demands, including claims of injury or death to persons or damage to property, in connection with milk sold by Producer or with its performance under this Agreement. In no event shall

Horizon be liable for any indirect, consequential or special damages, including loss of profits, incurred by Producer or any third party in connection with this Agreement or otherwise, even if Horizon has been advised of the possibility of such damages.

6. Insurance. Producer agrees throughout the term of this Agreement to secure and maintain, at its sole cost and expense, the types and amounts of insurance set forth in Schedule D attached hereto.
7. Force Majeure. No liability for noncompliance with this Agreement shall exist or arise with respect to either party in the event of a labor dispute, riot, war, blackout, rebellion, fire, earthquake, enemy act or act of God, which shall interfere with the parties' ability to perform under this Agreement.
8. Notices. All notices required hereunder shall be sent by facsimile, courier (such as Federal Express), personal service, or U.S. mail (certified, return receipt requested). Unless otherwise specified by Horizon in writing to Producer, notice to Horizon shall be sent to:

Horizon Organic Dairy, LLC
Attention: Director – Milk Supply
12002 Airport Way
Broomfield, CO 80021-2546
Telephone: 303-635-4723
Facsimile: 303-635-5723

With a copy to:
Horizon Organic Dairy, LLC
Attention: Legal Department
12002 Airport Way
Broomfield, CO 80021-2546
Telephone: 303-635-4108
Facsimile: 303-635-5000

Unless otherwise specified by Producer in writing to Horizon, notice to Producer shall be to the attention of:

Notice will be effective three (3) days after deposit with a nationally recognized courier, immediately upon receipt of a facsimile confirmation when sent by facsimile, immediately upon receipt of a hand-delivery, and five (5) days after deposit in the U.S. Mail.

9. Mutual Confidentiality. This Agreement, including all Schedules and any future written modifications, constitutes the parties' proprietary and confidential information. Each party agrees to keep this information confidential and will not disclose any such information without the other party's prior written consent. The parties acknowledge that their unapproved disclosure of such information would result in irreparable harm to the other party and Horizon may, in its sole discretion, terminate this Agreement in its entirety in the event that Producer breaches this Paragraph 9, whether such breach could be deemed to be a material breach of this Agreement or not.
10. Term. This Agreement shall continue in full force and effect through _____, and shall be automatically renewed for successive one year terms, unless either party gives written notice to the other party at least 180 days prior to the expiration of the then-current term of its intent not to renew. Section 5 shall survive termination of this Agreement.
11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without reference to conflicts or choice of law principles.



12. Termination for Other Causes. In the event Producer engages in any activity which is not consistent with the principles underlying organic production (including without limitation mistreatment of animals, farm workers, or the land itself), or which activity is subject to any publicity (including media and/or internet), then Horizon shall have the right to terminate this Agreement upon five (5) days prior written notice to Producer. Horizon or its duly authorized representatives may, at any time during the term of this Agreement, inspect Producer's farm property during Producer's normal hours of operation for the purpose of ensuring Producer's compliance with Section 4 above, Horizon's Milk Quality Standards set forth in Schedule B and all applicable laws, rules and regulations.

13. Entire Agreement. This Agreement, Schedule A, Schedule B, Schedule C, Schedule D, and any Addendum to this Agreement, sets forth the entire agreement, and supersedes any and all prior agreements between the parties regarding the purchase of Organic Milk by Horizon from Producer.

PRODUCER

HORIZON ORGANIC DAIRY, LLC

By: _____

By: _____

Title: _____

Title: _____

SCHEDULE A
[Prices]

The price per hundredweight (cwt) for Organic Milk at Standard (Standard = 3.5% Butterfat, 3.05% Protein, 5.65% other Solids), paid on a component basis, as of the Effective Date through the term of the Agreement is as follows:

- (a) *Organic Initial Milk Base price:* \$ _____ cwt – for Organic Milk at Standard;
- (b) *Component Basis:* \$ _____ /lb of Butterfat;
 \$ _____ /lb of Protein;
 \$ _____ /lb of Other Solids; and
 \$ _____ /cwt on all milk volume purchased.

(c) *Quality Premium:* As per Horizon Milk Quality Premium Program set forth in Schedule B.

(d) *Market Adjustment Premium* Producer may be eligible to participate in the Market Adjustment Premium Program (“MAP”). At Horizon’s discretion and without regard to whether an adjustment is made to the MAP of one or more other Producers currently supplying Horizon, Horizon may adjust or terminate the MAP in this Agreement. Such adjustment is voluntary, and Horizon will always have the option, at its sole discretion, during the term of this Agreement to adjust or terminate the MAP value. All such MAP payments are voluntary by Horizon and relate only to this Agreement, and subject to change with at least 30 days notice.

(e) *Payment Dates* Payment for Organic Milk delivered and accepted during a month shall be made in two payments in accordance with the applicable Federal Milk Marketing Order. Where no Federal Milk Marketing Order is applicable, payment for Organic Milk delivered and accepted during the first 15 days of the month shall be made on or before the 26th of the month and payment for Organic Milk delivered and accepted during the remaining days of the month shall be made on or before the 17th day of the following month, or on the next business day if either of these dates falls on a weekend or Federal holiday.

(f) *Volume or Quality Dispute* No payment shall be required pursuant to Section 2 of the Agreement if there is a dispute regarding milk quality or volume, in which case payment will not be required until 30 days after resolution of any such dispute. Producer expressly authorizes deductions from such payments that are required by law and expressly disclaims that such deductions can or should in any way serve as a basis for asserting a failure by Horizon to meet any applicable minimum price calculations.

Producer’s Initials _____



SCHEDULE B
 [Horizon Producer Milk Quality Standards and Milk Quality Premium Program*]

MILK QUALITY STANDARDS

Physical Standards

No Antibiotics/ rBST, rBGH	No Added Water	Butterfat \geq 3.25 %
No off flavors / color / odors	Temperature \leq 40° F	Milk Solid Non-Fat \geq 8.25 %

Microbiological Standards

	Specification	Target
Standard Plate Count (SPC)	\leq 50,000 / ml	\leq 32,000 / ml
PI Count (PI)	\leq 100,000 / ml	\leq 64,000 / ml
Somatic Cell Count (SCC)	\leq 400,000 / ml	\leq 300,000 / ml
Lab Pasteurized Count	\leq 500 / ml	\leq 150 / ml
Coliform Count	\leq 500 / ml	\leq 150 / ml

Testing

- A Horizon approved certified laboratory using IMS approved methodologies will test at least 2 bulk tank samples per month.
- All testing costs will be paid by Horizon, unless Producer is under suspension (as defined below). In such event, Producer shall pay all testing costs until the suspension is lifted.

Substandard Test Results

Based on monthly quality test results, the following progressive steps may be taken to correct the issue and return milk quality to compliance:

1. Written warning;
2. Temporary removal from Horizon's supply and probation;
3. Suspension from Horizon's supply pending reapplication for approval to rejoin Horizon's supply;
4. Termination.

MILK QUALITY PREMIUM PROGRAM*

	Tier I (\$3.0000 / cwt. total)	Tier II (\$2.2500 / cwt. total)	Tier III (\$1.5000 / cwt. total)	Tier IV (\$0.7500 / cwt. total)
Standard Plate Count (SPC)	\leq 4,000 / ml (\$ 0.3750 / cwt)	\leq 6,000 / ml. (\$ 0.2812 / cwt.)	\leq 8,000 / ml. (\$ 0.1875 / cwt.)	\leq 16,000 / ml. (\$ 0.0938 / cwt.)
PI Count (PI)	\leq 8,000 / ml (\$ 1.1250 / cwt)	\leq 12,000 / ml. (\$ 0.8438 / cwt.)	\leq 16,000 / ml. (\$ 0.5625 / cwt.)	\leq 32,000 / ml. (\$ 0.2812 / cwt.)
Somatic Cell Count (SCC)	\leq 140,000 / ml (\$ 1.5000 / cwt)	\leq 175,000 / ml. (\$ 1.1250 / cwt.)	\leq 225,000 / ml. (\$ 0.7500 / cwt.)	\leq 300,000 / ml. (\$ 0.3750 / cwt.)

***Qualifying Conditions for Participation in the Milk Quality Premium Program**

- To be eligible for a Premium bonus, all milk testing from the prior month must meet with Milk Quality Standards.
- Premium bonus is awarded according to the test performed (SPC, PI and SCC) and the Tier level achieved. Example: A bonus can be paid for SCC at Tier I and a PI bonus at Tier III if test results meet payment criteria. You do not have to meet all three categories to be eligible for a Premium bonus.
- Producer's dairy must maintain Organic Certification and pass all Horizon, local, state and federal inspections.
- Producer acknowledges and understands that Horizon will always have the option, at its sole discretion, to change the Milk Quality Premium Program from time to time during the term of the Agreement.

Producer's Initials _____

SCHEDULE C
[Base Volume]

	Month	Year	Herd Size	Monthly Production Estimate (lb)	Daily Production Estimate (lb)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					

Herd located at: _____

Date Prepared: _____

ACKNOWLEDGED AND AGREED:

Initials of Producer: _____ **Date:** _____



SCHEDULE D
[Insurance]

Producer must maintain the following POLICIES of insurance at its own expense.

Commercial General Liability Insurance, on an occurrence basis, including a duty to defend, which must provide coverage for bodily injury and property damage with the following minimum limits of insurance:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 Products and Completed Operations Liability
- \$2,000,000 Aggregate Limit

The policy must contain a contractual liability coverage extension, either within the policy form or by endorsement. The policy must contain a Vendors Endorsement (CIC 2015) naming Horizon, its parent organizations, subsidiaries and affiliated entities, and its and their officers, directors and employees as additional insureds.

Workers' Compensation Insurance, if applicable, covering all statutory benefits in the states of operation and **Employers' Liability**, with limits of at least \$1 million per accident or disease.

Business Auto Liability Insurance, with minimum combined single limits of \$1 million per accident for bodily injury and property damage. The policy must include a duty to defend and cover all owned, non-owned, and leased or hired vehicles.

Commercial Umbrella/Follow Form Excess Insurance, with minimum limits of \$1 million per occurrence and in the aggregate, in excess of the underlying policy limits. The policy must provide coverage at least as broad as the underlying policies.

The following insurance policy requirements are to be included for each policy:

- Insurance must be placed with insurance companies rated at least A. X (10) by the A.M. Best.
- All liability policies must be endorsed to name Horizon, its parent organizations, subsidiaries and affiliated entities, and its and their officers, directors and employees as additional insured utilizing ISO forms.
- The automobile liability, general liability and workers' compensation policy must have a waiver of subrogation in favor of Horizon, its parent organizations, subsidiaries and affiliated entities, and its and their officers, directors and employees.
- All insurance policies must apply as primary and non-contributory. Producer will bear any losses within insurance deductibles or self-insured retention amounts.
- All insurance policies must be written on a per occurrence basis.
- All insurance policies must provide Horizon with 30-days advance written notice of cancellation or material change in coverage.
- Policy renewal dates must be noted, and new certificates must be provided, meeting the requirements noted above, throughout the entire term Producer provides goods or services to WhiteWave Foods Company's subsidiaries or any of its affiliated entities. Producer will provide a copy of any insurance policy upon request.
- Must strike the following cancellation language "Endeavor to" and "Failure to mail shall impose no obligation or liability of any kind upon the company, its agents or representatives".
- Certificates with disclaimers must have an Additional Insured endorsement attached.

