February 25, 2026

Dear Member,

As mentioned in prior communication, we have been working closely with the USDA on 2024 pile loss disaster aid. The program provides financial relief to eligible sugar beet producers for losses associated with 2024 pile losses caused by excessive heat and not otherwise covered by other USDA disaster programs. FSA has issued a total of $589,409.77 in Relief Funds to Wyoming Sugar Company. By agreement, 100% of these funds must be distributed to eligible producers. WSC does not retain any portion of these funds and is responsible for all administrative costs of the program.

In order to qualify for these relief funds, each producer must complete the attached **Sugar Beet Disaster Assistance Shareholder Application and Agreement** no later than close of business on **March 20th, 2026**. **Failure to submit application by deadline will result in disqualification of any relief funds.**

After all applications are submitted and approved:

1. WSC will determine the total certified net tons delivered in 2024 by approved applicants.
2. Relief Funds per ton will be calculated as:

Total Relief Funds ÷ total certified tons delivered by approved applicants

3. Each producer's payment will be:

Certified tons delivered × Relief Funds per ton

Payments will be based on net tons delivered with no adjustment for sugar quality.

Similar to WHIP+ in 2019, producers receiving Relief Funds must agree to obtain crop insurance coverage for the next two applicable reinsurance years. The linkage requirements are outlined below –

- Coverage must be obtained for crop years 2026 and 2027 (if applicable), with 2028 as the final possible year to meet the two-year requirement.
- Where available, Federal Crop Insurance for sugar beets must be purchased at the 60/100 coverage level (or equivalent).
- If crop insurance is not available, NAP coverage at the 60/100 level is required.
- Whole Farm Revenue Protection at the 60% level may qualify in certain situations.

▪ 300 SOUTH 1ST ST. ▪ P.O. BOX 468-WORLAND, WY 82401 ▪ (307) 347-3261 ▪
Michael D. Greear President & CEO
mgreear@wyosugar.com

If linkage requirements are not met, you will be required to refund the Relief Funds received.

Please submit completed applications as soon as possible. If you have questions please contact our office as soon as possible. Failure to meet the application deadline will result in disqualification of any relief funds.

Respectfully,

Michael D. Greear
President & CEO

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WYOMING SUGAR COMPANY

SUGARBEET DISASTER ASSISTANCE

SHAREHOLDER APPLICATION AND

AGREEMENT

THIS AGREEMENT is entered into effective as of _____ , 2026 (the "Effective Date") between the Wyoming Sugar Company, a Wyoming Cooperative ("WSC") and _____ ("Shareholder"), whose Tax ID/EIN is ____and whose SHID is _____.

WHEREAS, WSC and Shareholder previously entered a shareholder agreement (the "Shareholder Agreement") relating to the delivery by Shareholder of U.S. grown sugar beets to WSC and the processing of those sugar beets by WSC;

WHEREAS, the Disaster Relief Supplemental Appropriations Act, 2025 (Division B of the American Relief Act, 2025 (the Act; P.L. 118-158)) provided financial assistance to agricultural producers impacted by a variety of natural disasters, including eligible sugar beet pile losses;

WHEREAS, the Act requires that the Secretary of Agriculture, through the Farm Services Agency ("FSA") pay Relief Funds directly to cooperative processors;

WHEREAS, WSC, as a cooperative processor, has entered into an agreement with FSA (Attachment 1) whereby FSA will deliver the Relief Funds to WSC and WSC is responsible for determining how much of the Relief Funds each of its qualifying shareholders (the "eligible producers") shall receive;

WHEREAS, the FSA Agreement requires WSC condition each qualifying shareholder's receipt of the Relief Funds on its agreement to meet the required conditions contained therein; and

WHEREAS, the parties desire to enter into this Agreement to provide the terms and conditions for the disbursal of the Relief Funds to Shareholder, consistent with the requirements of the FSA Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **Application**. Shareholder hereby applies for and requests the payment of Relief Funds from WSC based on losses incurred by Shareholder with respect to the 2024 U.S. grown sugar beet crop. In connection with such application and any and all subsequent allocations of Relief Funds to Shareholder, Shareholder hereby certifies as follows:

   a. Shareholder is a member, or the Estate of a member, of WSC and was under contract to deliver sugar beets to WSC in 2024; and had the production and market risk with respect to the production of the crop; and experienced a pile loss with respect to such crop as a result of excessive moisture.

b. Shareholder is: (check one)

- ☐ a citizen of the United States
- ☐ a resident alien (as defined in 7 CFR 1400)
- ☐ a partnership consisting solely of citizens or resident aliens
- ☐ a corporation, limited liability company, or other legal structure organized under state law and consisting solely of citizens or resident aliens
- ☐ Indian Tribe or Tribal Organization (as defined in section 4(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304)

c. Shareholder represents that Shareholder is not past due on any debt to the Federal Crop Insurance Corporation ("FCIC"). Shareholder also represents that Shareholder will pay any debt to FCIC when due.

d. Shareholder shall not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse related to the Relief Funds to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated representative of a Federal department or agency authorized to receive such information.

e. All statements made in this Agreement by Shareholder and any related documents provided by Shareholder to WSC are true and correct. Shareholder understands that any false statements made, or false information provided as part of this application for Relief Funds or related to Shareholder's compliance with the terms of this of Agreement, may subject Shareholder to substantial criminal and/or civil liability and sanctions and shall be considered a breach of this Agreement.

2. **Payment of Relief Funds**. In consideration of this application for Relief Funds, together with the other agreements of Shareholder set forth herein, notwithstanding a breach by Shareholder of this Agreement, WSC agrees to pay Shareholder Relief Funds in the amount of calculated in accordance with the Workplan submitted to the USDA by Wyoming Sugar for 2024 sugarbeet pile loss Relief Funds no later than 90 day from when WSC receives the funds from USDA. Each qualifying shareholder's amount of Relief Funds was calculated consistent with an approach approved by WSC Board of Directors that was deemed by them to be fair and equitable given the disaster events that occurred.

Shareholder understands that the aggregate amount of its Relief Funds constitutes the full amount of Relief Funds that will be paid to Shareholder with respect to the 2024 U.S. grown sugar beet crop. The Relief Funds will be paid to Shareholder by check or ACH transaction, subject to any liens filed against Shareholder. Relief Funds paid to Shareholder by WSC shall be reported by WSC as taxable income to Shareholder.

3. **Linkage Requirements**. As a condition of receiving Relief Funds, Shareholder agrees to obtain Federal Crop Insurance or Noninsured Crop Disaster Assistance (NAP) for the next two applicable reinsurance years, provided the Shareholder ceases to plant sugar beets in such years. If the Shareholder ceases to plant sugar beets in one or both of the two next applicable reinsurance years, the Shareholder will not be required to meet the linkage requirements.

a. Availability will be based on the date the payment is received by the Cooperative Processer and may vary depending on the timing and availability of crop insurance or NAP coverage. The coverage should be purchased for crop years 2026 and 2027, if applicable, with 2028 as the final crop year to purchase crop insurance or NAP coverage to meet the second year of coverage for this requirement.

b. Shareholders who receive Relief Fund payments must obtain Federal Crop Insurance for sugar beets at the 60/100 level of coverage (or equivalent) where insurance is available. Whole Farm Revenue Protection at the 60 percent level may also be purchased. Where Federal Crop Insurance is not available, eligible producers who receive Relief Fund payments are required to purchase NAP coverage at the 60/100 level of coverage (or equivalent).

c. Shareholder agrees to provide WSC, by May 25th of 2026, May 25th of 2027 and/or May 25th of 2028, as applicable, Certificate of Insurance or other evidence satisfactory to WSC that Shareholder has met the linkage requirements.

To

d. If Shareholder fails to meet the linkage requirement in one or both years, the Shareholder shall, within fourteen (14) days of receipt of written notification by WSC, repay to WSC the applicable Relief Fund payment received.

e. Shareholder's ineligibility to purchase the insurance required herein, no matter the reason, shall not relieve Shareholder of its obligation to comply with the terms of this Agreement.

4. **Shareholder Agreements**. In consideration of receiving the Relief Funds, Shareholder agrees as follows:

a. Shareholder hereby authorizes FSA, the Risk Management Agency ("RMA"), the Federal Crop Insurance Corporation ("FCIC"), the United States Department of Agriculture ("USDA"), and/or any other government agency to release to WSC any and all records and other documentation related to Shareholder's crop insurance for crop years 2026, 2027 and 2028. If RMA, USDA, or any other governmental agency requires that Shareholder submit a separate written authorization to release such information to WSC, Shareholder agrees to execute such separate release within two (2) business days of request by WSC.

b. Shareholder hereby authorizes WSC to provide to FSA, RMA, USDA and any other government agency with a copy of this Agreement and any other data or documents in WSC's possession with respect to Shareholder's sugar beet production and/or receipt of Relief Funds.

c. Shareholder agrees to retain all financial and other records related to the receipt of Relief Funds for the latter of (i) three (3) years following the receipt of the Relief Funds, and (ii) the final resolution of any audit findings, disputes with WSC or litigation claims related to the receipt of Relief Funds and Shareholder's compliance with the terms of this Agreement.

d. Within three (3) business days of receipt of a written request by WSC, Shareholder agrees to provide WSC with all documents and records requested by WSC in order to determine Shareholder's eligibility to receive Relief Funds and for WSC to confirm Shareholder's compliance with the terms of this Agreement and WSC's compliance with its obligations to FSA.

e. Shareholder agrees that none of the Relief Funds will be used to influence or attempt to influence an officer or employee of a U.S. federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal grant or federal loan.

5. **Breach**. The failure of Shareholder to comply with any and all of the requirements of this Agreement shall be considered a material breach of this Agreement. In the event of a breach of this Agreement by Shareholder, within fourteen (14) days of the receipt of a written demand by WSC, Shareholder agrees to repay the full amount of the Relief Funds together with interest from the date the Relief Funds were paid to Shareholder.

6. **Indemnification and Waiver**. Shareholder agrees to indemnify WSC from all claims, costs, and expenses incurred by WSC as a result of Shareholder's breach of this Agreement, including but not limited to the amount of any Relief Funds returned by WSC to FSA and any legal costs and expenses incurred by WSC as a result of Shareholder's failure to comply with the linkage requirements or other breach of this Agreement. Shareholder agrees that the dollar amount reflected in Section 2 of this Agreement has been properly calculated by WSC. Shareholder hereby releases WSC, its officers, directors and employees from all claims related to the calculation and payment of Relief Funds to Shareholder and how such payments have been allocated to the shareholders of Wyoming Sugar Company.

7. **Right of Set-Off**. The requirement of Shareholder to repay Relief Funds as may be required herein is a binding obligation of Shareholder. WSC may pursue any available legal remedies against Shareholder as a result of any failure to repay the Relief Funds, including but not limited to: (a) the set-off of a payment obligation against any other amounts owed by WSC to Shareholder; and (b) any other remedy permitted for a breach of the FYA.

8. **Miscellaneous Provisions**. This Agreement reflects the entire agreement of the parties and supersedes all prior written and oral agreements with respect to the subject matter hereof. This Agreement may not be assigned by Shareholder to a third party without the express written consent of WSC. This Agreement shall be binding on the parties and their respective successors and heirs. This Agreement may be amended only by a written agreement that is signed by both parties. A failure or delay by WSC to insist on the strict performance of any term of this Agreement shall not be construed to be a waiver of such term but shall remain in full force and effect and may be enforced by WSC in any other instance. This Agreement shall be interpreted and construed under the laws of State of Wyoming, and any dispute shall be resolved exclusively in the District Court or the circuit courts located in Washakie County, Wyoming. Shareholder waives, to the fullest extent permitted by law, any objection to the laying of such venue for any action arising out of this Agreement. WSC and Shareholder agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Remaining Page Left Intentionally Blank]

I**N WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

SHAREHOLDER

_____
Signature of Shareholder

_____
Printed Name

_____
Title

_____
Date

WYOMING SUGAR COMPANY

By: _____

Title: _____

Consent Form - Authorization to Release Information to WYOMING SUGAR COMPANY

Information that the Risk Management Agency (RMA) has in its possession regarding Federal crop insurance is protected from disclosure pursuant to Section 502(c) of the Federal Crop Insurance Act (7 U.S.C. § I 502(c)). 7 U.S.C. § 1502(c)(2)(b) allows disclosure of information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in crop insurance programs pursuant to the consent of the agricultural producer or owner of agricultural land.

The Farm Service Agency (FSA) must have your permission to release your crop insurance and other program information to others. By signing below, you hereby authorize FSA to release your Federal crop insurance information, applications, data, and other relevant documents in their possession for the purpose specified.

l, _____, (clearly print shareholder's name) hereby authorize FSA to release selected Federal Crop Insurance information, as determined by FSA, related to sugar beets for the 2026, 2027, and 2028 reinsurance years.

I authorize this information to be released directly to WYOMING SUGAR COMPANY

Shareholder: Insert its Taxpayer Identification Number: _____

Signature: _____

Name of Signer:_____
If Shareholder is an Entity, Write the Name of the Authorized Person Who Signed for the Shareholder Entity on the Above Line.

Date: _____

A photocopy of this authorization shall be as effective and as valid as the original.