

Consent to Milk Check Deduction and Assignment

I, _____
(Please print or type name of dairy operator/milk shipper, herein after "Assignor") hereby authorize and direct my designated milk marketer and/or handler (each herein after, a "Handler"), which is [check one]:

- California Dairies Inc. Land O' Lakes, Inc.
 Dairy Farmers of America, Inc. Hilmar Cheese Company/Dairystream
 NFO Saputo

to deduct from any monies due to me for the marketing or purchase of milk or other dairy products by said Handler the following amounts in accordance with the following schedule:

Starting on the last day of the calendar month during which this form is signed, and on or before the last day of each month thereafter (and no later than 30 days of becoming due), as a continuing monthly membership fee, a sum up to \$81.00 (eighty-one dollars) as duly authorized by the CVDRMP with proper notification to the applicable Handler. This Assignment shall be deducted from the Assignor's monthly final milk check.

Pay to: Central Valley Dairy Representative Monitoring Program (*Assignee*)
Address: 915 L Street C-431, Sacramento, CA 95814

I/We understand and agree there shall first be deducted from net proceeds due Assignor on the above indicated dates any amount owing to Handler and/or any amounts assigned under prior dated assignments or assignment which properly receive priority in payment, regardless of whether received by Handler prior to or after receipt of this assignment. It is further agreed that, after assignments and other deductions which have priority are paid, CVDRMP Assignments will be paid from remaining available funds, but not to exceed the remaining available funds, if less than the CVDRMP Assignment. In the event insufficient funds are available to pay Assignee, it will be the responsibility of the Assignor to submit payment of the remaining unpaid balance due of this Assignment (in accordance with the CVDRMP Participation Agreement. Nonpayment of fees in a timely manner will result in cancellation of Assignor's membership with CVDRMP).

Payments shall continue as set forth herein above until canceled or terminated by written notice from the party, or any of the parties, executing below, addressed to applicable Handler at the corresponding addresses designated below.¹ Alternatively, Handler may suspend the CVDRMP Assignment if properly notified by the CVDRMP of suspension of the CVDRMP Program or Assignor's membership in the CVDRMP.

In consideration of Handler accepting and deducting amounts due under this CVDRMP Assignment, and thereafter submitting such amounts to CVDRMP, Assignor and CVDRMP, jointly and severally, agree to indemnify, defend and hold Handler harmless from any liability, loss, claim, damage, including attorney fees, costs and administrative expenses, or any other costs, resulting from any dispute, claim, demand, attachment or issue of priority pertaining to or arising from the CVDRMP Assignment. The parties understand that the assignment payments

¹ California Dairies Inc., 2000 Plaza Drive, Visalia, CA 93291; Hilmar Cheese Company, 9001 N. Lander Ave., Hilmar, CA 95324; Land O' Lakes Inc., 400 South M Street Tulare, CA 93274; Dairy Farmers of America-Western Area Council, 170 N Maple St. #106, Corona, CA 92880.

will be made by Handler as an accommodation, with no responsibility or liability to CVDRMP or Assignor for failure to make or not to have made the deductions/payments.

(Assignor: Print or type full name of dairy business and dairy business owner)

(Assignor signature)

(Date signed)

Farm # or co-op membership number (if applicable): _____