



## **IROQUOIS VALLEY FARMLAND REIT, PBC Instructions for Subscription Agreement**

In order to purchase common stock of Iroquois Valley Farmland REIT, PBC (“**Iroquois Valley**” or the “**Company**”) interested investors should carefully read the (i) Company’s Offering Statement, as amended, on Form 1-A in effect as of the date hereof, as filed with the SEC, (ii) all exhibits to the Offering Statement, including the Offering Circular, as may be amended from time to time, (iii) the Company’s filings with the SEC, including but not limited to annual and semi-annual reports as well as reports of certain events, all of which are accessible on the SEC’s website at [www.sec.gov](http://www.sec.gov); (iv) the Company’s Subscription Agreement (“**Subscription Agreement**”), and (v) other attachments and documentation provided to you. You are urged to review all the foregoing documents with your professional tax, financial, and legal advisors.

**All persons or entities wishing to subscribe (each a “Subscriber”) should complete the following:**

1. Review the terms and conditions of this Subscription Agreement (pages 2-10).
2. Complete and sign the Subscription Agreement (pages 11-15, 18).
3. If desired, complete and sign the Dividend Reinvestment Plan Enrollment Agreement (pages 16-17).
4. Complete and sign IRS Form W9 (Exhibit A, pages 19-20).
5. If applicable, complete and sign Benefit Plan Supplement (Exhibit B, pages 21-23).
6. Send the completed and signed suite of documents to Iroquois Valley via one of the methods below:
  - VIA [ONLINE PORTAL](#) if you are currently subscribing (see UPLOAD DOCUMENTS)
  - VIA SECURE UPLOAD AT <https://iroquoisvalley.com/uploads/>
  - VIA EMAIL ATTACHMENT TO [coordinator@iroquoisvalleyfarms.com](mailto:coordinator@iroquoisvalleyfarms.com)
  - VIA MAIL TO Iroquois Valley, 314 N Main St, Suite 200F, Roanoke, IN 46783
7. Submit payment in the full amount of the requested investment via one of the methods below:
  - VIA CHECK (made out to Iroquois Valley Farmland REIT, PBC and sent to 314 N Main St, Suite 200F, Roanoke, IN 46783)
  - VIA ELECTRONIC TRANSFER (instructions available upon request)

**A request to subscribe will only be complete once all documents and the funds have been received. Upon the Company’s approval of the subscription, the Company will countersign and date the documents.**

*If you would like to make an investment through an intermediary such as a tax-deferred custodian or brokerage account, please email [invest@iroquoisvalleyfarms.com](mailto:invest@iroquoisvalleyfarms.com) for more information. This is possible but may take additional preparation.*



IROQUOIS VALLEY FARMLAND REIT, PBC  
Subscription for Shares of Common Stock

## SUBSCRIPTION AGREEMENT

1. **Subscription.** The undersigned ("**Subscriber**") subscribes for and agrees to purchase shares of common stock ("**Shares**") of Iroquois Valley Farmland REIT, PBC, a Delaware public benefit corporation ("**Company**"), as described in the current offering circular in effect as of the date hereof (the "**Offering Circular**"), filed with the SEC as part of the Company's Offering Statement on Form 1-A, as may be amended (the "**Offering Statement**") in connection with the Company's offering of common stock pursuant to the terms of SEC Regulation A, Tier 2 (the "**Offering**"). Subscriber shall purchase the shares at the current purchase price under the Offering Circular, as amended multiplied by the number of shares to be purchased ("**Total Purchase Price**"), upon the terms and conditions set forth herein. Subscriber understands that the Shares are being offered only pursuant to the terms of the Offering Circular. By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received the Offering Statement, including the exhibits thereto, and any other information required by Subscriber to make an investment decision.

2. **Subscriptions.** Subscriber's subscription may be accepted or rejected by the Company at its sole discretion. The Company will issue the Shares to the Subscriber following the Company's acceptance of the Subscriber's subscription. If Subscriber's subscription is rejected, no payment will be made by Subscriber to the Company and all of Subscriber's obligations hereunder related to the rejected subscription shall terminate.

3. **Closings.** The Company may, in its sole discretion, modify, amend or withdraw this Offering at any time in whole or in part. There will be one or more closings for the purchase of the Shares (each a "**Closing**") with the first Closing date being the date on which the Company receives and accepts subscription funds from Subscriber or other subscribers. For administrative reasons, the Company expects Closings to occur on a monthly or twice-monthly basis.

4. **Rejection.** In the event of rejection of this subscription in its entirety, or in the event the sale of Shares (or any portion thereof) is not consummated for any reason, this Agreement shall have no force or effect.

5. **Conditions to Obligations of the Company.** The obligation of the Company to sell and deliver the Shares to Subscriber is subject to the fulfillment, prior to delivery, of each of the following conditions:

- 5.1 **Execution of Subscription Documents.** Subscriber will have executed and delivered:
- (i) the Investment Information page,
  - (ii) the Subscriber Information page,
  - (iii) the Supplemental Information for Non-Natural Persons page, if applicable,
  - (iv) the Dividend Reinvestment Plan Enrollment Agreement, if desired,

- (iv) the Signature Page, and
- (v) a completed and signed Form W-9

(collectively, the “**Subscription Documents**”).

5.2 Accuracy of Subscriber’s Representations and Warranties. Each of the representations and warranties made by Subscriber in the Subscription Documents is true and correct in all respects as of the date of this Agreement and at the time of Closing except as otherwise expressly set forth in such Subscription Documents.

5.3 Performance by Subscriber. Subscriber will have duly performed and complied in all respects with all covenants and conditions contained in the Subscription Documents required to be performed or complied with by Subscriber prior to delivery of the Shares, including, but not limited to, payment to the Company of the Total Purchase Price in immediately available funds.

5.4 Verification of Eligibility. Subscriber shall have affirmed, by checking the appropriate box on the Investment Information page attached hereto, that Subscriber is qualified to participate in this Offering, meaning that: (i) Subscriber’s investment in Shares does not exceed 10% of the greater of Subscriber’s annual income or net worth, or (ii) Subscriber is an “Accredited Investor” within the meaning of Rule 501 of the Securities Act.

6. Representations and Warranties of the Company. The Company represents and warrants to the Subscriber that the Company is a public benefit corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to carry on its business as proposed to be conducted and to sell the Shares to Subscriber. This Agreement is a valid and binding obligation of the Company in accordance with its terms.

7. Representations and Warranties of Subscriber. Subscriber represents and warrants to the Company as follows:

7.1 Subscriber’s Capacity, Power, and Authority. Subscriber has the full capacity, power, and authority to execute and deliver each of the Subscription Documents to the Company. When executed and delivered by Subscriber, this Agreement shall constitute a legal, valid, and binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors’ rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

7.2 Compliance with Laws and Other Instruments. The signature and delivery of the Subscription Documents, the consummation of the transactions contemplated hereby and thereby in accordance with the terms and conditions of the Offering Statement, and the performance of the Subscriber’s obligations hereunder and thereunder will not conflict with, or result in any violation of or default under, any other instrument to which Subscriber is a party or by which the Subscriber or any of the Subscriber’s properties are bound or any permit, franchise, judgment, decree, statute, rule, or regulation applicable to the Subscriber or the Subscriber’s properties.

7.3 Receipt of Documents and Other Information. Subscriber has been furnished with, and acknowledges receipt of the Offering Statement, and such financial or other information

concerning the Company as Subscriber considers necessary in connection with Subscriber's investment in the Shares.

7.4 Access to Information. Subscriber (or Subscriber's legal, tax, or financial advisors) has been provided an opportunity to ask questions of, and has received satisfactory answers from, the Company, its representatives, and its advisors regarding the Company, each of the Subscription Documents, and all other matters pertaining to an investment in the Shares, and Subscriber has obtained all additional information requested from the Company, if any. Subscriber agrees and acknowledges that, except as otherwise indicated, the Offering Statement and Offering Circular speak as of their date.

7.5 Evaluation of and Ability to Bear Risks. Subscriber, along with his/her/its advisers, has such knowledge and experience in financial and business affairs that Subscriber is capable of evaluating the merits and risks of an investment in the Shares, including, but not limited to, those risks set forth in the Offering Circular. Subscriber understands his, her, or its rights and obligations as a stockholder of the Company. Subscriber has not relied upon any oral or written representations, warranties, covenants, or agreements other than those expressly set forth in this Agreement and the Offering Circular. The Subscriber represents and agrees that none of the Company, its officers, or agents, have recommended an investment in the Company to the Subscriber.

7.6 Purchase for Investment. Subscriber is subscribing for the Shares pursuant to this Agreement solely for Subscriber's own account, for investment purposes only, and not with a view to or for sale in connection with any distribution of all or any part of the Shares. The Subscriber has no agreement or other arrangement, formal or informal, with any person or entity to sell, transfer, or pledge any part of the Shares, or which would guarantee the Subscriber any profit, or insure against any loss with respect to the Common Shares, and the Subscriber has no plans to enter into any such agreement or arrangement.

7.7 Accuracy of Information Provided. All documents and information provided to the Company by Subscriber pursuant to this Agreement, whether previously delivered or yet to be delivered to the Company, is true, correct, and complete in all respects as of the date of this Agreement and as of Closing.

7.8 Risk of Loss; Subscriber's Financial Situation. Subscriber understands that Subscriber must bear the economic risk of an investment in the Shares. Subscriber has adequate means of providing for his, her, or its current financial needs, including possible future personal financial contingencies, and Subscriber anticipates no need in the foreseeable future to sell the Shares for which Subscriber hereby subscribes. Subscriber's financial situation is such that Subscriber can afford to bear the economic risk of holding the Shares indefinitely and Subscriber can afford the complete loss of Subscriber's investment in the Shares.

7.9 Subscriber Eligibility. Subscriber understands that to participate in the Offering, he or she must satisfy the eligibility criteria established by the Company and described in the Offering Circular. These eligibility criteria are also set forth in questions and signature pages hereto. Subscriber represents and warrants that:

- (i) the Total Purchase Price does not exceed 10% of the greater of Subscriber's annual income or net worth; OR

- (ii) the Subscriber is an “Accredited Investor” within the meaning of Rule 501 of Regulation D under the Securities Act.

7.10 No Guarantees of Company Performance. The Subscriber understands that any forecasts or predictions as to the Company’s performance are based on estimates, assumptions, and forecasts that the Company believes to be reasonable but that may prove to be materially incorrect, and no assurance is given that actual results will correspond with the results contemplated by the various forecasts. At no time has it been expressly or implicitly represented, guaranteed, or warranted to the Subscriber by Company or its agents, or any other person that (i) any amount or type of gain or other consideration will be realized as a result of this investment; or (ii) past performance of the Company in any way indicates the predictable or probable results of the ownership of the Shares.

8. No Market. The Subscriber understands that the Shares are not registered on any public trading market and that the Company does not anticipate that a public trading market for the Shares will develop in the near future.

9. Redemption. The Subscriber understands that the Shares will only be redeemed by the Company under the terms of the Company’s Stock Redemption Program as may be amended from time to time. The current Stock Redemption Program is summarized in and attached to the Offering Circular. Any modifications to that program will be shared with all shareholders. Among other important conditions, the Stock Redemption Program includes a required holding period of five years before Subscriber may request redemption of the Shares. In other words, under the current program, Subscriber must be prepared to hold their shares for at least five years from the date of purchase before the Shares will be eligible for redemption, and potentially longer for redemption of all Shares by the Company to be completed. Under the current Stock Redemption Program, the Company disburses redemption payments four times per year.

10. Indemnification. Subscriber agrees to indemnify, hold harmless and defend the Company, its stockholders, directors, officers, employees, agents, and affiliates, and to hold them harmless from and against any and all claims, liabilities, damages, and expenses (including court costs and attorneys’ fees) incurred on account of or arising out of:

10.1 Any breach of or inaccuracy in the Subscriber’s representations, warranties, or agreements in this Agreement, including the defense of any claim based on any allegation of fact inconsistent with any of such representations, warranties, or agreements; or

10.2 Any disposition of the Shares contrary to this Agreement.

Subscriber expressly agrees that its indemnification obligations pursuant to this Agreement extend to indemnifying the Company in the event it prevails in an action hereunder against Subscriber.

11. Update of Representations and Warranties; Reliance by the Company. All information that Subscriber has provided, or will provide, to the Company regarding the Subscription Documents is true, correct, and complete as of the date of execution of this Agreement and as of the date of Closing. Subscriber will promptly provide to the Company written notice of any material changes to information provided to the Company. Subscriber acknowledges and understands the Company will rely on the representations and warranties contained in this Agreement to determine the applicability of certain securities laws, the suitability of Subscriber as an investor in the Company, and for certain other purposes.

12. No Representations, Warranties or Covenants. Neither the Company nor any of its stockholders, directors, officers, employees, agents or affiliates has made any oral or written representations, warranties, or covenants to the Subscriber, other than those expressly set forth in the Offering Circular and this Agreement.

13. Tax Considerations. The Subscriber is not relying on the Company, or the Company's directors, officers, or professional advisors regarding tax considerations involved in an investment in the Shares. Subscriber understands and acknowledges that there are no assurances as to the tax results of this Agreement. SUBSCRIBER HAS HAD THE OPPORTUNITY TO CONSULT WITH SUBSCRIBER'S OWN LEGAL, ACCOUNTING, TAX, INVESTMENT, AND OTHER ADVISORS WITH RESPECT TO THE TAX TREATMENT OF AN INVESTMENT IN THE SHARES AND THE MERITS AND RISKS OF AN INVESTMENT IN THE SHARES.

14. REIT Legend. The Subscriber acknowledges the following legend (and all restrictions and obligations contained therein) applies to all Shares purchased under this Offering, and should Shares ever be provided in certificated form, shall be included on such certificate:

"The shares of any class or series of the Corporation's stock (the "Common Stock") represented by this certificate are subject to restrictions on Beneficial Ownership, Constructive Ownership and Transfer (as each such capitalized term is defined in the Corporation's By-laws, as the same may be amended from time to time (the "By-laws") for the purpose of the Corporation's maintenance of its status as a real estate investment trust (a "REIT") under the Internal Revenue Code of 1986, as amended (the "Code"). Subject to certain further restrictions and except as expressly provided in the By-laws and the Corporation's Certificate of Incorporation, (i) no Person (as defined in the By-laws) may Beneficially Own or Constructively Own shares of the Corporation's common stock, par value \$0.01 per share (the "Common Stock") in excess of nine and 80/100 percent (9.8%) (in value or number of shares, whichever is more restrictive) of the total outstanding shares of Common Stock unless such Person is an Excepted Holder (as defined in the By-laws), in which case the Excepted Holder Limit (as defined in the By-laws) shall be applicable; (ii) no Person may Beneficially Own or Constructively Own shares of Common Stock in excess of nine and 80/100 percent (9.8%) (in value or number of shares, whichever is more restrictive) of the total outstanding shares of Common Stock, unless such Person is an Excepted Holder, in which case the Excepted Holder Limit shall be applicable; (iii) no Person may Beneficially Own or Constructively Own shares of Common Stock that would result in the Corporation being "closely held" under Section 856(h) of the Code or otherwise cause the Corporation to fail to qualify as a REIT; and (iv) no Person may Transfer shares of Common Stock if such Transfer would result in the Common Stock of the Corporation being owned by fewer than one hundred (100) Persons. Any Person who Beneficially Owns or Constructively Owns, or attempts to Beneficially Own or Constructively Own shares of Common Stock which causes or will cause a Person to Beneficially Own or Constructively Own shares of Common Stock in excess or in violation of the above limitations must immediately notify the Corporation. If any of the above restrictions on Beneficial Ownership, Constructive Ownership or Transfer are violated, the shares of Common Stock represented hereby will be automatically transferred to a Trust (as defined in the By-laws) for the benefit of one or more Charitable Beneficiaries (as defined in the By-laws). In addition, the Board of Directors shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, causing the Corporation to redeem shares of Common Stock; provided, however, that any Transfer or attempted Transfer or other event in violation of the above restrictions on Beneficial Ownership, Constructive Ownership and Transfer shall automatically result in the above transfer to the Trust and, where applicable, such Transfer (or other event) shall be void ab initio as provided above irrespective of any action (or non-action) by the Board of Directors. The Board of Directors may, pursuant to the terms of the By-laws, increase

or decrease the percentage of Common Stock that a person may Beneficially Own or Constructively Own. A copy of the Certificate of Incorporation and the By-laws of the Corporation, including the above restrictions on Beneficial Ownership, Constructive Ownership and Transfer, will be furnished to each holder of Common Stock on request and without charge. Requests for such a copy may be directed to the Secretary of the Corporation at its principal office.”

15. No Registration. The Subscriber understands that no state or federal authority has scrutinized this Agreement, or the Shares offered pursuant hereto, has made any finding or determination relating to the fairness for investment of the Common Shares, or has recommended or endorsed the Shares, and that the Shares have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”) or any state securities laws, in reliance upon exemptions from registration thereunder.

16. Special USA PATRIOT Act/Anti-Money Laundering/Bad Actor Provisions. Subscriber hereby acknowledges that the Company and its affiliated entities, principals, and agents seek to comply with all applicable laws concerning money laundering and similar and other illegal activities. In furtherance of such efforts, Subscriber hereby represents and warrants (based upon appropriate diligence and investigation) and agrees as follows:

16.1 None of the cash or property that is paid or contributed to the Company or any of its affiliated entities by Subscriber shall be derived from, or related to, any activity that is deemed criminal under United States law; and none of the proceeds, if any, derived from Subscriber’s direct or indirect investment in the Company shall be used to finance any criminal activities.

16.2 No contribution or payment to the Company or any of its affiliated entities by Subscriber shall (to the extent that such matters are within Subscriber’s control) cause the Company or its affiliated entities, principals, or agents to be in violation of (i) the United States Bank Secrecy Act; (ii) the United States Money Laundering Control Act of 1986; or (iii) the Uniting and Strengthening America Act by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001.

16.3 Neither Subscriber nor any of its beneficial owners (if Subscriber is an entity or trust) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”).

16.4 Monies used to fund Subscriber’s direct or indirect investment in the Company are not derived from, invested for the benefit of or related in any way to the governments of, or persons within any country: (i) under a U.S. embargo enforced by OFAC; (ii) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering; or (iii) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.”

16.5 In regard to the beneficial owners of Subscriber (if Subscriber is an entity or trust), Subscriber (i) has conducted thorough diligence with respect to all of its beneficial owners; (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner’s funds; and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence.

16.6 Subscriber shall promptly notify the Company if any of the foregoing shall cease to be true or accurate.

16.7 Subscriber shall provide to the Company any additional information that the Company deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar illicit activities. Subscriber understands and agrees that the Company and its affiliated entities, principals or agents may release confidential information about Subscriber and, if applicable, any underlying beneficial owners (if Subscriber is an entity or trust), to proper authorities if the Company, in its sole discretion, determines that it is in the best interests of the Company and/or its affiliated entities, principals, or agents in light of relevant rules and regulations under the laws set forth above. Subscriber understands and agrees that, if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law or regulation related to money laundering and similar or other illegal activities, the Company may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to, segregation and/or redemption of Subscriber's direct or indirect investment in the Company, cessation of further distributions to Subscriber, and other similar acts. In the event that the Company takes any of the foregoing acts, Subscriber agrees that the Board of Directors of the Company, in its sole and absolute discretion, may manage the remaining portion of Subscriber's direct or indirect investment in the Company separate and apart from the other investors' direct or indirect investment in the Company. These rights and obligations of the Board shall expressly supersede any duties that the Company may have to Subscriber under any documents or acts governing the affairs of the Company or any of its affiliated entities.

17. Ownership. Subscriber will hold the Shares as set forth in this Agreement.

18. Amendments and Waivers. This Agreement may be amended and the observance of any provision may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of each party to be bound by such an amendment or waiver. No provision of this Agreement will be deemed to have been waived unless a waiver is contained in a written notice given to the party claiming waiver has occurred, and no waiver shall be deemed to be a waiver of any other or further obligation or liability of the party in whose favor the waiver was given. It is understood that this Agreement is not binding on the Company until the Company accepts it, which acceptance is at the sole discretion of the Company and shall be noted by execution of this Agreement where indicated. Subscriber hereby acknowledges that this Agreement may not be revoked by the Subscriber. Subscriber agrees that if this Agreement is accepted, Subscriber shall, and Subscriber hereby elects to, execute any and all further documents requested by the Company in connection with this Agreement.

19. Survival of Representations and Warranties. All representations and warranties contained in this Agreement or made in writing by Subscriber or by the Company in connection with this Agreement or the Subscription Documents will survive the execution and delivery of this Agreement, any investigation at any time made by or on behalf of the Company or Subscriber, and the issuance and sale of the Shares.

20. Successors. This Agreement and the representations and warranties contained herein will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of Subscriber and the Company.

21. Notices. Whenever notice is required or permitted by this Agreement to be given, it shall be in writing. When notice is given to Subscriber, it shall be pursuant to the instructions set forth in Subscriber's Notification Information Page or to an update thereto as Subscriber shall provide to the Company in writing. When notice is given to the Company, it shall be sent to Iroquois Valley Farmland REIT, PBC, PO Box 278, Roanoke, IN 46783, or via email to

[invest@iroquoisvalleyfarms.com](mailto:invest@iroquoisvalleyfarms.com), or to another address as the Company shall provide to the Subscriber in writing. Electronic mail is permitted as a means to give notice. Notice given by electronic mail shall be effective upon receipt, if confirmed. Notice given by mail or personal delivery shall be effective upon delivery. Notices received on non-business days in the jurisdiction of the addressee are not deemed effective until the next business day.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws pertaining to choice or conflict of laws, of the State of Illinois.

23. Headings. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

24. Number and Gender. Whenever the context requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include each other gender and the neuter as well, and each shall include a natural person, corporation, limited liability company, partnership, trust, or other legal entity, whenever the context so requires.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. A PDF copy or other electronic signature shall be deemed an original for purposes of executing this Agreement

26. Agreement. The Offering Statement, including the Offering Circular, and the Subscription Documents constitute the entire agreement between the parties concerning Subscriber's investment in the Company pursuant to the Offering Circular. It supersedes any prior agreement, arrangement, or understanding between the parties regarding such investment in the Company. No other offering literature, presentations, or other advertising of any kind will constitute or otherwise serve to amend or modify any agreement between the parties. All attachments, exhibits, schedules, addenda, and like documents (but explicitly excluding any statutes, rules, or regulations) referenced in this Agreement are hereby incorporated herein unless expressly excluded.

27. Severability. If any provision of this Agreement, or the application of a provision to any person or circumstance, shall be held to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of the provision other than to the persons or in the circumstances deemed invalid, unenforceable, or unlawful, shall not be affected, and each remaining provision shall continue to be valid and may be enforced to the fullest extent permitted by law.

28. Power of Attorney. Subscriber irrevocably constitutes and appoints the Company with full power of substitution, as the undersigned's true and lawful representative and attorney-in fact for the undersigned with respect to the Company and the Shares, granting unto such attorney-in-fact full power and authority on behalf and in the name, place, and stead of the Subscriber to make, execute, acknowledge, deliver, answer to, file and record in all necessary or appropriate places any documents, tax elections, certificates, or instruments which may be considered necessary or desirable by the Company to carry out fully the provisions of this Agreement and the Offering Circular. The foregoing is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death, incompetence, or incapacity of Subscriber. Subscriber hereby agrees to be bound by all of the actions of the Company as attorney-in-fact and irrevocably waives any and all defenses which may be available to the Subscriber to contest, negate, or disaffirm the actions of

the Company, its directors, its officers, or successors under this Power of Attorney, and hereby ratifies and confirms all acts which said attorney-in-fact may take as attorney-in-fact hereunder in all respects, as though performed by the Subscriber.

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# INVESTOR INFORMATION

## INVESTOR ENTITY NAME

(this is the name under which the Shares will be recorded, if using a custodian please discuss the name under which the investment will be recorded)

## STATE OF RESIDENCE / LOCATION OF ENTITY

(this should reflect the state of the account beneficiary)

## SOCIAL SECURITY NUMBER / TAXPAYER ID

(the number provided here will be used on all required tax mailings and should match the IRS Form W-9 provided in Exhibit A)

## SUBSCRIBER ELIGIBILITY (check one)

(please reach out to the Company with questions about eligibility)

I am an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act.

I am not an accredited investor, and the Total Purchase Price of Shares does not exceed 10% of the greater of my annual income or net worth.

## INVESTMENT ACCOUNT TYPE (check one)

Individual;  Joint Tenants with Right of Survivorship (JTWROS);  Retirement Account;

Trust;  Non-Profit/Corporation;  Foundation;  Family Office;  Institution;

Other: \_\_\_\_\_

## INVESTMENT AMOUNT INFORMATION

**The minimum investment is \$10,000.**

TOTAL PURCHASE PRICE =
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## INVESTMENT METHOD INFORMATION

Please choose the method for investing capital with Iroquois Valley Farmland REIT, PBC.

**ELECTRONIC TRANSFER**  
Sending Institution and Account Name:

\_\_\_\_\_  
\_\_\_\_\_

*Iroquois Valley Farmland REIT, PBC bank details are available upon request.*

**PAPER CHECK**

Please make check payable to:

Iroquois Valley Farmland REIT, PBC

and send to:

314 N Main St, Suite 200F, Roanoke, IN 46783

## SUBSCRIBER INFORMATION

### SUBSCRIBER OR AUTHORIZED AGENT

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Include as email contact with access to the investor portal?  YES  NO

### PAYEE AND ADDRESS INFORMATION

PLEASE ENROLL ME IN THE COMPANY'S **DIVIDEND REINVESTMENT PLAN (DRIP)**

*Only available to accredited investors. If you select this option, please also carefully review and complete the DRIP enrollment agreement on pages 16-17.*

PLEASE SEND MY PAYMENTS VIA **ACH** (WIRE TRANSFERS ARE NOT AVAILABLE)

Bank Name: \_\_\_\_\_

Account #: \_\_\_\_\_ ABA #: \_\_\_\_\_

Checking Account  Savings Account

PLEASE SEND MY PAYMENTS VIA **WIRE** TO A CUSTODIAN (custodian to attach wire instructions)

Client's Custodian Account # \_\_\_\_\_

**FINANCIAL ADVISOR INFORMATION**

*If the investment is being made through a financial professional, enter the information below. Please list all contact persons who should receive information regarding the investment.*

Company Name: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Email(s): \_\_\_\_\_ Use as Contact:  YES  NO

Phone: \_\_\_\_\_

*All shareholders have the right to vote on any matters coming before the shareholders at an annual or special meeting, including for example, election of directors to our board of directors. If you would like to delegate proxy for voting your shares to your financial advisor, please check the box below. By doing so, all voting materials will be sent to the financial advisor and not to you. You may change your election at any time by notice to the Company.*

I give my proxy on all matters where my shares are eligible to vote to the financial advisor stated above until such time as I give notice to the Company of my revocation of such proxy.  YES

**CUSTODIAN INFORMATION**

*If the investment is being held in a brokerage account or through a third-party custodian please enter the information below.*

Custodian Company: \_\_\_\_\_

Custodian Contact Person(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email(s): \_\_\_\_\_ Phone: \_\_\_\_\_

## ADDITIONAL SUBSCRIBER INFORMATION

*Iroquois Valley requires information for all natural persons associated with the investment. Please complete the following information for all natural persons associated with, or benefitting from, the investment.*

### **ADDITIONAL PERSON ONE**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Include as Investment Contact with access to online investor portal?  YES  NO

### **ADDITIONAL PERSON TWO**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Include as Investment Contact with access to online investor portal?  YES  NO

### **ADDITIONAL PERSON THREE**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Include as Investment Contact with access to online investor portal?  YES  NO

### **ADDITIONAL PERSON FOUR**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Include as Investment Contact with access to online investor portal?  YES  NO

## SUPPLEMENTAL INFORMATION FOR NON-NATURAL PERSONS

*As a REIT, the Company is required to collect information on all potential beneficial or constructive owners. All Subscribers that are non-natural persons (e.g., LLCs, partnerships, corporations, foundations, trusts, etc.) must answer the questions below.*

Please provide the name and state of residence for each equity holder, director, manager, officer, trustee, principal beneficiary, and/or other entities which owns or controls directly or indirectly, over 10% of the Subscriber:

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Please provide a breakdown of the number of each of the following types of beneficial owners in the Subscriber. If a beneficial owner is a corporation, limited liability company, partnership, trust, or other entity type, provide the number of equity owners, beneficiaries, and/or other beneficial holders of each such beneficial owner.

Type of Beneficial Owner	# of Beneficial Owners	If Beneficial Owners Are Entities, # of Their Beneficial Owners
Individual	_____	Not Applicable
Corporation	_____	_____
Partnership	_____	_____
Trust	_____	_____
Other	_____	_____

**Is the prospective investor a "Benefit Plan Investor,"** such as:

- an individual retirement account (IRA);
- a corporate pension, stock bonus or profit-sharing plan;
- a simplified employee pensions ("SEP") plan;
- a "Keogh" plan for self-employed individuals;
- a welfare benefit plan (such as a medical plan, death benefit plan or prepaid legal services plan);
- a government plan or church plan; or
- any entity whose underlying assets are considered to be "plan assets" by reason of any investment in the entity, or otherwise a "Benefit Plan Investor" within the meaning of Section 2510.3101(h)(2) of title 29 of the Code of Federal Regulations (Department of Labor "plan asset" regulations)?

Yes  No

**If you checked Yes above, please complete the Benefit Plan Supplement attached to this Subscription Document as Exhibit B (pages 21-23).**

*The undersigned represents and warrants that the corporation, partnership, limited liability company or similar entity, as the case may be, has been duly organized or formed, validly exists, and is in good standing under the laws of the jurisdiction of its organization or formation. The entity represents and warrants that it has full power and authority to enter the transactions contemplated by this Agreement.*

## DIVIDEND REINVESTMENT PLAN ENROLLMENT AGREEMENT [OPTIONAL]

*If desired, accredited investors may enroll their shares in the Company's Dividend Reinvestment Plan (DRIP) simultaneously with the purchase of shares, subject to the terms and conditions of the DRIP and this agreement. If you choose to enroll in the DRIP, the Company will automatically reinvest any of your cash distributions from the Company attributable to any of your shares into additional shares of the Company's common stock at the then-current price per share.*

*Please review the DRIP, the Offering Circular, and this enrollment agreement carefully before enrolling, as they contain important disclosures. For example, participation in the DRIP does not relieve participants of any taxes that may be payable as a result of distributions, even where distributions are paid in the form of shares rather than cash.*

1. **Election to Enroll.** The undersigned ("**Participant**") agrees to enroll in the Dividend Reinvestment Plan, dated October 30th, 2024 (the "**DRIP**"), of Iroquois Valley Farmland REIT, PBC, a Delaware public benefit corporation (the "**Company**"), as may be amended from time to time. The DRIP is attached to Company's Offering Statement and described in the Company's Offering Circular.
2. **Effect of Election.** By opting into the Company's DRIP, Participant authorizes the Company to automatically reinvest the portion of any cash distributions from the Company allocated to all of Participant's Shares into additional shares of the Company's common stock, and to issue such additional shares at the then-current price per share as reviewed and set by the Company. Participant further agrees to provide any additional information or complete any additional necessary paperwork that the Company or Participant's financial institution may require in order to authorize such reinvestment and to issue the additional shares under the DRIP.
3. **Incorporation into Participant's Subscription Agreement.** The parties agree and acknowledge that this agreement to enroll in the Company's DRIP (the "**Enrollment Agreement**") is submitted as an addendum to Participant's Subscription Agreement for the purchase of Shares. The Subscription Agreement is hereby incorporated by reference and made a part hereof. For illustration purposes, this incorporation by reference allows a court of law to read all of Participant's representations and warranties contained in Section 7 of the Subscription Agreement as if they were repeated here in this Enrollment Agreement.
4. **Conditions and Limitations.**
  - a. **Application of this Enrollment Agreement.** If Participant elects to buy additional shares of common stock, whether from the Company under the DRIP or otherwise, or from a third party, this Enrollment Agreement will apply each time. In other words, all of Participant's Shares will be enrolled in the DRIP.  
For illustration purposes, if a Participant owns 500 Shares and acquires two additional shares as a result of participation in the DRIP, those two additional shares will be considered enrolled in the DRIP upon issuance. If a cash distribution is declared the following year, cash allocated to all 502 Shares will be reinvested under the terms of the DRIP.

- b. **Accredited Investors Only.** As a result of the securities laws upon which we rely to make the DRIP available, only accredited investors are eligible to participate in the DRIP at this time. The Company will rely on the accredited investor status and residence of Participants as most recently reported to the Company. If you change residence, or cease to meet the SEC's definition of accredited investor, you must promptly let us know.
- c. **Participant Representations.** The Company will rely on the accredited investor status and residence of Participants as most recently reported to the Company. Participants that are non-accredited investors may be required to make additional representations at the time a cash distribution is declared in order to ensure that issuance of Shares under the DRIP will not cause such non-accredited investors to exceed the limitations imposed by Reg A. All Participants must update Company on their state of residence for so long as they are enrolled in the DRIP.
- d. **Termination.** Participant may cancel their participation in the DRIP at any time by notice to the Company, subject to the terms of the DRIP. The Company may terminate or suspend the DRIP pursuant to the terms therein.

I am an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act.

\_\_\_\_\_ (Initial here) I elect to enroll all my shares of the Company in the DRIP, subject to its terms and the terms and conditions of this Enrollment Agreement.

*Your signature on the attached Signature Page shall be deemed your signature to this Enrollment Agreement.*

## SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Agreement, including the DRIP Enrollment Agreement, if applicable, to be duly executed as of the date shown.

DATE: _____
NAME OF SUBSCRIBER(S): _____ _____
NAME AND TITLE OF AUTHORIZED SIGNATORY (if applicable): _____ _____

SIGNATURE OF SUBSCRIBER(S) OR AUTHORIZED SIGNATORY: _____ _____
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SUBSCRIPTION ACCEPTANCE BY IROQUOIS VALLEY FARMLAND REIT, PBC	
DATE:	NAME:
BY:	TITLE:
Shares Eligible for Redemption on: _____	

## Exhibit A

### IRS FORM W-9 (Request for Taxpayer Identification Number and Certification)

#### REQUEST NOTICE

In order to comply with federal tax requirements, each Subscriber must provide a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) as provided by the Department of Treasury, Internal Revenue Service. Each Subscriber's completed IRS Form W-9 will be kept on record by the Company for compliance with the Internal Revenue Code and Regulations promulgated thereunder.

The first page of IRS Form W-9 (Request for Taxpayer Identification Number and Certification) is appended to this Exhibit. This is the only page the Company needs from Subscriber. For the full document, which includes instructions for the IRS Form W-9, the form can be attained by [clicking this link](#) or going directly to <https://www.irs.gov/pub/irs-pdf/fw9.pdf> (as of the date of this Memorandum).



## Exhibit B

### Benefit Plan Supplement

*In order for Iroquois Valley Farmland REIT, PBC (the “Company”) to accurately monitor its “Benefit Plan Investor” participation, please review and complete the following Benefit Plan Supplement.*

*This Benefit Plan Supplement is incorporated by reference into the Subscription Agreement for the Subscriber listed below. Any term used but not defined herein shall have the meaning ascribed to it in the Subscription Agreement.*

A “**Benefit Plan Investor**” is any, individual retirement account (IRA), “simplified employee pension plan (SEP), a “Keogh” plan for self-employed individuals, within the meaning of Section 2510.3101(h)(2) of title 29 of the Code of Federal Regulations (Department of Labor plan assets regulations) that is investing in the Company.

“**ERISA**” is the U.S. Employee Retirement Income Security Act of 1974, as amended.

The Subscriber represents and warrants that (please check all applicable boxes):

- it is a Benefit Plan Investor that is subject to Part 4 of Title I of ERISA;
- it is an IRA subject to Section 4975 of the Code;
- Other (please describe): \_\_\_\_\_

Any Subscriber that is investing the benefit plan assets, the person executing the Subscription Agreement and this Benefit Plan Supplement, acknowledges that it is intended that the Company will not hold “plan assets” subject to Title I of ERISA or Section 4975 of the Code in an amount greater than 25% of the Company’s stock. Accordingly, Subscriber acknowledges that the Company has the authority to redeem all or some of the Shares held by any Benefit Plan Investor if the continued holding of such Shares could result in the Company being subject to Title I of ERISA, Section 4975 of the Code..

Further, Subscriber and the person executing the Subscription Agreement and this Benefit Plan Supplement represents, warrants and covenants to the Company that:

- (a) Subscriber made its own discretionary decision to invest in the Shares and the purchase and/or holding of the Shares by Subscriber will not constitute a fiduciary breach or non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code;
- (b) neither the Company nor its agents or affiliates have provided investment advice of any kind at any time to Subscriber or any of its affiliates;
- (c) the sale of Shares by the Company to Subscriber is not a representation by the Company or any of its agents or affiliates that such an investment by Subscriber meets all relevant legal requirements with respect to investments by Subscriber, or that such an investment is appropriate for Subscriber;

(d) the person acting on behalf of Subscriber is, or is acting at the direction of, a Benefit Plan Investor fiduciary duly authorized to invest Subscriber's plan assets on behalf of Subscriber (the "**Authorized Fiduciary**") and the Authorized Fiduciary is either (i) a named fiduciary (within the meaning of Section 402(a)(2) of ERISA) of Subscriber or (ii) an investment manager (as defined in Section 3(38) of ERISA) of Subscriber, and is both independent of the Company and qualified to make investment decisions with respect to Subscriber;

(e) If the subscriber is an IRA that is represented by an Authorized Fiduciary, the Authorized Fiduciary represents that it is:

- (i) independent of the Company and all of its affiliates;
- (ii) capable of evaluating investment risks independently, including the investment strategies contemplated in the Offering Circular;
- (iii) a fiduciary (under ERISA and/or Section 4975 of the Code) with respect to the Subscriber's investment in Company and is responsible for exercising independent judgment in evaluating Subscriber's investment in the Company, including whether such investment satisfies all requirements of Section 404(a)(1) of ERISA, if applicable, and whether such investment is a nonexempt prohibited transaction under Section 406 or ERISA or Section 4975 of the Code; and
- (iv) either: (A) a bank as defined in Section 202 of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**") or similar institution that is regulated and supervised by a state or federal agency of the United States;; (B) an investment adviser registered under the Advisers Act or, registered as an investment adviser under state laws (referred to in such paragraph (1)) in which it maintains its principal office and place of business; (D) a broker dealer registered under the Exchange Act; and/or (E) a fiduciary that holds or has under management or control total assets of at least \$50 million.

(f) with respect to the investment in the Company, it has been determined that the purchase of Shares is consistent with the fiduciary responsibilities under applicable law, including ERISA, the Code, and that:

- (i) the investment in the Company is prudent,
- (ii) the calculation of the Share value as described in Offering Circular, as amended represents the fair market value of the Shares, and
- (iii) Subscriber's current and anticipated liquidity needs will be met, given the limited right to redeem or transfer the Shares.

Subscriber agrees to (i) notify the Company at least 30 days prior to these representations and warranties (or any part thereof) are no longer true and (ii) provide the Company such information as it requires to provide the Company upon request such information as may be required to confirm and/or refine the representations and warranties provided herein.

The undersigned have caused this Benefit Plan Supplement, to be duly executed as of the date shown.

DATE: \_\_\_\_\_

NAME OF SUBSCRIBER(S): \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED SIGNATORY (if applicable):

\_\_\_\_\_

SIGNATURE OF SUBSCRIBER(S):

\_\_\_\_\_