PRAIRIE FOOD CO-OP
COMMUNITY GROCERY
LOMBARD, ILLINOIS

Unsecured Subordinated Notes Subscription Package

Notices To Investor

This package contains execution copies of the documents required to be signed and submitted to Prairie Food Co-op (the "Company") in order to purchase unsecured subordinated notes ("Notes") of the Company in the offering (the "Offering") made by the Company's Confidential Offering Memorandum dated August 16, 2026, as the same may be amended or supplemented subsequent to that date (the "Memorandum").

You should read the Memorandum, including the Appendices attached and any supplements thereto, carefully and thoroughly for a full description of the Company and the Notes.

Please direct any questions regarding this Offering or the subscription process to us by email invest@prairiefood.coop, phone at 224-585-3358, or mail at Prairie Food Co-op, P.O. Box 83, Lombard, IL 60148.

We reserve the right to reject your Subscription for any reason at our discretion. If we reject your Subscription, we will return your Subscription materials and check to you.

CAUTION!
This Subscription Agreement is a legal contract between the Subscriber and the Company concerning the purchase of Notes. The Company urges the Subscriber to read carefully this entire Subscription Agreement and the Memorandum, including each of its Appendices, for a complete description of an investment in the Notes. The Subscriber should obtain the Subscriber's own professional advice with respect to the risks inherent in an investment in the Notes, and the suitability of an investment in the Notes in light of the Subscriber's financial condition and investment needs.

Prairie Food Co-op
P.O. Box 83
Lombard, Illinois 60148

invest@prairiefood.coop
224-585-3358

Reviewed by the law firm of Dorsey & Whitney LLP

COMMUNITY INVESTMENT PROGRAM
#GrowFundBuild

INSTRUCTIONS

To Subscribe For Notes In This Offering You Must:

A. **Subscription Agreement**. ***Review carefully and complete*** this Subscription Agreement (pages B-1 through B-5) as follows:

Complete the Subscription and Subscriber Information required on pages B-5 and B-4 as follows:

1. ***Indicate*** the amount of the loan you are making (A) and the interest rate (B) from 0% up to the maximum allowed for the given loan amount.

2. ***Print*** the name(s) in which the Note is to be registered (C). Check the appropriate box to indicate form of ownership. If the Subscriber is a corporation, limited liability company, partnership, trust or IRA custodian, please provide the additional information and documents requested.

3. ***Provide*** the address, telephone number and social security or tax identification number of the Subscriber, including any joint or additional Subscriber. All individual Subscribers must provide their social security number. Entities must provide their taxpayer identification number. Trustees or custodians must provide the social security number of the beneficiary or taxpayer identification number of the trust or IRA as required by applicable law.

4. ***Fill in*** your state of residence if you are an individual Subscriber or, if an entity, the principal place of business.

5. ***Sign and date*** the Subscription Agreement where indicated on page B-6. Note that each Subscriber (including each joint tenant, tenant in common or other additional Subscriber) must sign.

B. **Payment**. ***Make a check*** payable to "**Prairie Food Co-op**" in an amount equal to the total amount of the Note for which you are subscribing as shown on page B-5 of your Subscription Agreement. If you wish to submit funds by wire transfer or other method, please contact us for instructions.

C. ***Return*** items **A and B** (listed above) to Prairie Food Co-op, P.O. Box 83, Lombard, IL 60148.

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES ARE NOT OFFERED IN ANY STATE OR JURISDICTION OTHER THAN ILLINOIS.

RELIANCE BY COMPANY

The Subscriber understands that the Company is relying on the representations, warranties and other information provided by the Subscriber in this Subscription Agreement with respect to the offer and sale of the Notes. By signing below, the Subscriber certifies that all information provided by the Subscriber in this Subscription Agreement is accurate and complete as of the date listed below and, if not an individual, that the Subscriber is duly organized, validly existing and in good standing and has full authority to execute and agree to this Subscription Agreement. The Subscriber understands and agrees that this Subscription Agreement is irrevocable. Subject to the terms of this Subscription Agreement, the Company will return the Subscriber's Subscription Agreement and cash payment only if the Company rejects this Subscription Agreement.

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES ARE NOT OFFERED IN ANY STATE OR JURISDICTION OTHER THAN ILLINOIS.

Prairie Food Co-op Subscription Agreement

Unsecured Subordinated Notes

This Subscription Agreement (this "Subscription Agreement") by and between **Prairie Food Co-op**, an Illinois corporate cooperative (the "Company"), and the undersigned subscriber (the "Subscriber") is made effective as of the date on which the Company accepts this Subscription Agreement by executing the Acceptance form below.

1. ***Memorandum***. The Subscriber understands that the offering of Notes of the Company to which this Subscription Agreement relates is being made only pursuant to a Memorandum, including the appendices and any amendments or supplements thereto (the "Memorandum"). The Subscriber also agrees that if the Company obtains federal SBA guaranteed funding and a waiver of enforcement rights is required by the SBA lender (as described in the Memorandum on p. 11), the Subscriber will sign a waiver.
2. ***Subscription for Notes.*** The Subscriber hereby offers and agrees to loan the Company that amount set forth on the execution portion of this Subscription Agreement at the purchase price of the Note on the terms and conditions herein provided. Concurrently with the delivery of this Subscription Agreement, the Subscriber must deliver a check for payment of the amount set forth on Line B of the execution portion of this Subscription Agreement.
3. ***Acceptance of Subscription.*** The Company reserves the right to reject this Subscription Agreement, in whole or in part, for any reason, in its sole discretion. If the Company accepts this Subscription Agreement, one of its officers will countersign a copy of this Subscription Agreement and indicate its acceptance by promptly executing and delivering a promissory note to the subscriber. This is the only way the Company will accept this Subscription Agreement.
4. ***Representations and Warranties of the Subscriber.*** In consideration of the Company's acceptance of this Subscription Agreement, by his, her or its signature on this Subscription Agreement, the Subscriber hereby represents and warrants to the Company as follows:
   - **a.** The Subscriber, or the Subscriber's representative, has had an opportunity to obtain, and has received, any information and has had an opportunity to ask such questions of, and receive answers from, the Company or an agent or representative of the Company, to the extent the Subscriber deemed necessary in order to form a decision concerning an investment in the Notes. The Subscriber understands that the Memorandum contains important information about this offering, the Company, its proposed operations, and an investment in a Note.
   - **b.** The Subscriber has not relied on any statements not contained in the Memorandum. No person has been authorized to give any information or to make any representation not contained in the Memorandum in connection with the offer and sale of the Notes.
   - **c.** The Subscriber certifies, under penalties of perjury, that the Subscriber is NOT subject to the backup withholding provisions of Section 3406(a)(i)(C) of the Internal Revenue Code of 1986, as amended. (Note: You are subject to backup withholding if: (i) you fail to furnish your Social Security number or taxpayer identification number herein; (ii) the Internal Revenue Service notifies the Company that you furnished an incorrect Social Security number or taxpayer identification number; (iii) you are notified that you are subject to backup withholding; or (iv) you fail to certify that you are not subject to backup withholding or you fail to certify your Social Security number or taxpayer identification number.)

- **d.** The Subscriber acknowledges that the Notes are being acquired for the Subscriber's own account and for investment and without the current intention of transferring any rights with respect to or reselling or redistributing the Notes. The Subscriber understands that no public market currently exists or is expected to develop for the Notes, and that the Notes will not trade on any stock exchange or automatic quotation system.
- **e.** The Subscriber is a resident of or, if an entity, has its principal place of business in, the State of Illinois.
- **f.** The Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Notes or the Subscriber has obtained, to the extent the Subscriber deems necessary, the Subscriber's own professional advice with respect to the risks inherent in an investment in the Notes, and the suitability of an investment in the Notes in light of the Subscriber's financial condition and investment needs. The Subscriber understands that an investment in the Notes is not suitable for the Subscriber if:
  - **(i)** The Subscriber cannot afford to lose the Subscriber's entire investment.
  - **(ii)** The Subscriber will need to resell or liquidate the Subscriber's investment in the near term (the Notes are an illiquid investment because no public trading market exists and the Notes are subject to significant transfer restrictions).
  - **(iii)** The Subscriber cannot tolerate the market and industry risk that is inherent in the retail grocery industry.

5. ***Securities Law Compliance***. The Subscriber and the Company acknowledge that the offer and sale of the Notes has not been registered under the Securities Act nor under the securities laws of any states. Accordingly the Company will not accept subscriptions to purchase Notes unless subscribers are residents of the State of Illinois and Owners of the Company.

6. ***Transferability***. The Subscriber understands and agrees that the Notes may not be transferred to any third party except with the Company's prior written approval. As a consequence, the Subscriber understands that the Notes may be prohibited from sale or transfer for an extended period of time, that the Subscriber must bear the economic risk of an investment in the Notes for an extended period of time and that the Subscriber may have extremely limited opportunities, if any, to dispose of the Notes.

7. ***Binding Effect***. Neither this Subscription Agreement nor any interest herein shall be assignable by the Subscriber without the prior written consent of the Company. The provisions of this Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

8. ***Representations to Survive Delivery***. The representations, warranties and agreements of the Company and of the Subscriber contained in this Subscription Agreement will remain in full force and effect and will survive the payment of the purchase price pursuant to Section 2 above, the registration of the Subscriber as a holder of Notes in the records of the Company and the delivery of the Note.

9. ***Governing Law***. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of laws rules.

10. ***Headings***. The section headings in this Subscription Agreement are for convenience of reference only and shall not limit or affect the interpretation of the provisions hereof.

11. ***Definitions***. Any capitalized term used herein shall have that meaning accorded to it in the Memorandum, unless otherwise expressly indicated.

Subscription And Subscriber Information And Signatures

Subscription for Notes

A. **Amount of Note:** ________________
(Minimum loan amount is $10,000)

B. **Interest Rate:** ________________
(Notes between $10,000 and $25,000 will pay an interest rate of up to 2.5%;
Notes between $26,000 and $50,000 will pay an interest rate of up to 3.5%; and
Notes of at least $51,000 will pay an interest rate of up to 4.5%.)

Term of Note in Years:
15 years duration. The Note terms will begin on the date noted on the Promissory Note.

Subscriber Name and Form of Ownership

(*Notes will be registered as shown in the name(s) printed below*)

C. Name(s) of Subscriber(s):____ _

Form of Ownership – check applicable box:

☐ Individual or Sole Proprietor
☐ Individual Retirement Account (signatures of both account owner and trustee or custodian are required)
☐ Corporation (corporate articles or resolutions must be enclosed)
☐ Limited Liability Company, Partnership or other entity (limited liability company articles or partnership agreement must be enclosed)
☐ Trust (title and signature pages of trust agreement and all amendments must be enclosed):

Trustee Name(s): ____

Date of trust agreement or last amendment: ____

Subscriber Address and Tax Information

Subscriber:	**Joint Subscriber (or Trust/IRA Beneficiary):**
Name: ______________________	Name: ______________________
Address: ______________________	Address: ______________________
City State Zip	City State Zip
( ) Telephone Number (include area code)	( ) Telephone Number (include area code)
Social Security or Taxpayer Identification Number *	Social Security or Taxpayer Identification Number *
State of Residence: ______________________	State of Residence: ______________________

(*Note: If more than one social security number is required to be provided, the Company will deliver notices to the Subscriber and address associated with the first social security number.)

Signature(s):

By signing below each Subscriber represents, warrants and agrees as provided in the foregoing Subscription Agreement and that the information provided in this Subscription Agreement, including the Subscription, Subscriber Information and Signature pages is true, correct and complete.

Individuals:
(Includes individual Trust/IRA beneficiaries)

Name of Individual Subscriber

Signature of Individual Subscriber

Name of Joint Individual Subscriber

Signature of Joint Individual Subscriber

Date

Entities:
(Includes corporations, limited liability companies, partnerships, cooperatives, trusts and IRA custodians)

Name of Entity Subscriber

Authorized Signature

Print Name

Title

Date

Acceptance by Company: *(PFC to Complete)*

This Subscription Agreement has been accepted and agreed to this ____ day of ________________________, 20___.

PRAIRIE FOOD CO-OP

By: ________________________________

Title: ______________________________

Date: ______________________________