

Membership details

CEF membership benefits:

- A lifetime membership for \$25 allows you to participate in annual members' meetings and elect our Board of Directors.
- Receive distributions on the profit generated from the business you do with us — we build wealth together.
- Access innovative energy saving tools and build relationships that allow you and your community to improve household energy efficiency.

After we receive your membership fee, we will send you a membership certificate and our governing documents. We'll also add you to our members list to receive CEF news, events and opportunities.

There are two payment options for your membership fee:

- Return this form to us with a check in the envelope provided.

OR

- Complete the online membership form at www.CooperativeEnergyFutures.com and pay with a credit card.

Please make checks out to Cooperative Energy Futures. Questions? Email us at info@CooperativeEnergyFutures.com

MEMBER AGREEMENT

THIS MEMBER AGREEMENT (the "Agreement") is entered into as of the date listed on the detachable form below (the "Effective Date") by and between Cooperative Energy Futures, a Minnesota cooperative association (the "Cooperative"), and the party identified on the last page (the "Applicant" and upon execution of this Agreement by the Cooperative, the "Member").

RECITALS

1. The Cooperative is organized to provide centralized purchasing, financing, and implementation services relating to energy efficient and sustainable practices for its Members and to be operated on a cooperative basis for the mutual benefit of its Members.
2. The Applicant desires to become a Member of the Cooperative.

AGREEMENT

NOW, THEREFORE, the Cooperative and the Applicant agree as follows:

SECTION 1. Membership.

1.1 Member of the Cooperative. Provided all other membership criteria have been met, effective upon Applicant's purchase of one share of the Cooperative's membership common stock (the "Membership Stock") and execution of this Agreement by the Member and the Cooperative, the Applicant shall become a Member of the Cooperative.

1.2 Membership Dues. The Member hereby agrees to pay annual dues, if any, for each calendar year during the term of this Agreement, as determined by the Cooperative's Board of Directors (the "Membership Dues"). No later than 60 days before the start of each successive calendar year, the Board of Directors shall determine and notify the Member in writing, in a format to be determined by the Board of Directors, of the Membership Dues. The Member shall pay its Membership Dues for a particular calendar year to the Cooperative in one or more payments as determined by the Board of Directors of the Cooperative from time to time.

1.3 Agreement and Incorporation of the Cooperative's Governing Instruments. The Member hereby acknowledges and agrees that it has received current copies of the Articles and the Bylaws and that all provisions of those documents are incorporated by reference herein.

SECTION 2. Obligations of the Cooperative.

2.1 Services. The Cooperative shall to the best of its ability furnish to its Members those services which it is authorized to offer by its Board of Directors and empowered by the Articles, the Bylaws and the Minnesota Cooperative Associations Act, Minnesota Statutes Chapter 308B (the "Act") to offer and perform ("Services"). The Cooperative shall, to the best of its ability and to the extent its Board of Directors deems proper, offer to its Members centralized purchasing, financing, and implementation services relating to energy efficient and sustainable practices to the mutual advantage of the Cooperative and its Members.

SECTION 3. Obligations of Members.

3.1 Policies. Members shall abide by all of the Cooperative's policies, as they exist on the date hereof and as they may be amended from time to time.

3.2 Compliance with the Cooperative's Governing Instruments, Sovereign Law. The Member accepts and agrees to conform to and abide by the provisions of the Cooperative's Articles of Organization

(the "Articles"), the Cooperative's Bylaws ("the "Bylaws"), this Agreement, and all amendments to any of the foregoing during the term of this Agreement.

SECTION 4. Term and Termination.

4.1 Term. The initial term of this Agreement shall be for the calendar year expiring December 31, 200_ (the "Initial Term"). After the expiration of the Initial Term, this Agreement will thereafter be automatically renewed for additional periods of twelve months unless the Member gives to the Cooperative its notice of intent to terminate at least thirty days prior to the expiration of the Initial Term or at least thirty days prior to the expiration of any twelve month period then in effect. Such Initial Term and any subsequent renewal periods are referred to herein as the "Term".

4.2 Termination by the Cooperative. The Cooperative may, at its option, terminate this Agreement, by written notice to the Member, if the Board of Directors finds that the Member: (i) intentionally or repeatedly violated any bylaw, policy or standard of this Cooperative; (ii) breached any contract with this Cooperative; (iii) willfully obstructed any lawful purpose or activity of this Cooperative; or (iv) remains indebted to this Cooperative for 45 days after such indebtedness becomes payable.

4.3 Termination by Member. A Member may, at its option, terminate this Agreement by written notice to the Cooperative if the Cooperative defaults in the performance of any contract between the Member and the Cooperative; provided, if such default is susceptible to cure within 30 days, that such default continues for a period of 30 days after the Member gives written notice to the Cooperative (or, if the default is not susceptible to cure within 30 days, the Cooperative has not commenced efforts to cure within 30 days).

4.4 Effect of Termination. Upon termination of membership such Member shall thereafter have no further rights in this Cooperative. Termination of membership shall not impair the obligations or liabilities of either party under any contract with the Cooperative which may be terminated only as provided therein. A terminated Member shall pay to the Cooperative within 90 days of termination all outstanding invoices and other amounts due to the Cooperative.

SECTION 5. Miscellaneous.

5.1 Communications. All communications required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) upon telephonically confirmed delivery by fax; (c) upon receipt of an e-mail or other electronically transmitted form of communication; (d) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances where such guaranty is applicable; or (e) on the third business day after mailing, by certified or registered mail. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten days' advance written notice to the other parties hereto.

5.2 Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by the internal laws of the state of Minnesota, without giving effect to any choice of law provisions thereof.

5.3 Counterparts. This Agreement may be executed in two or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



COOPERATIVE ENERGY FUTURES
COMMUNITY POWERED ENERGY

MEMBERSHIP



BUILDING A SUSTAINABLE ENERGY SOCIETY TOGETHER.

Cooperative Energy Futures uses the power of community to create economic opportunity through energy efficiency. We empower people to participate in simple climate and energy solutions that work for everyone.



Become a member

FIRST NAME

LAST NAME

ADDRESS

PHONE

EMAIL

Yes, I have read the Member Agreement included on the back of this brochure

By signing below, you agree to pay the \$25 membership fee and receive the benefits of CEF membership:

SIGN

DATE

More membership information on back



Why be a member?

Becoming a member-owner of Cooperative Energy Futures (CEF) means buying into the vision that you and your community can be producers, not just consumers, in the new clean-energy economy.

Through CEF's network, services and innovative financing structures, you can become a member of a community of people working together, supporting each other, and creating a can-do community that's ready to weather the challenges and capture the opportunities of the future. Even non-members are welcome to arrange workshops with us and access the discounts we offer on energy efficiency materials, as we seek to engage all stakeholders in creating communities that are plugged into the clean-energy economy.

To become a member, fill out the detachable part of this form or go to our website, www.CooperativeEnergyFutures.com, to complete the form online.

Member benefits

By becoming a member of Cooperative Energy Futures will be joining a community of action. As a CEF member, you will have the opportunity to:

- Utilize CEF's expertise in community organizing and project coordination to enable your community to undertake group efficiency improvement projects at discounted rates.
- Access the capital necessary to finance your home and community improvements through CEF's innovative financing mechanisms.
- Initiate community-wide clean energy projects with your neighbors.
- Be part of the development of our innovative online mapping and energy tracking tools.

In addition, you will receive:

- An annual distribution of profits proportional to your individual patronage. This distribution will be a combination of equity (ownership of capital held for ongoing business) and direct refunds as determined by the member-elected Board.
- Pride of owning part of a cooperatively owned neighborhood business.

Membership rights and responsibilities

- Members can help build a stronger co-op by doing business with the co-op, by participating in opportunities for community projects, and by welcoming friends, family and associates to join.
- Members will receive our newsletter with information about new developments in the co-op, as well as tips to improve home efficiency.
- Members are encouraged to keep up to date through the calendar, meeting minutes, and general information that will be available on our website.
- Members are encouraged to attend annual members' meetings and read the newsletter.
- Members are encouraged to vote in board elections.
- Members in good standing may run for the board of directors.
- Members are welcome to attend monthly board meetings.

You will be sent your membership certificate after returning the membership form at right.