



A Touchstone Energy® Cooperative 

**CAPITAL CREDIT ACCOUNT  
REFUND PACKET – AGE**

Copy of Driver’s License or Birth Certificate.....Page 2

Agreement to Terms and Conditions for Payment  
Of Capital Credits Prior to the Time Such Capital  
Would Otherwise Be Retired – Special Retirement  
Age.....Page 3-5

**ATTACH BELOW A COPY OF DRIVER'S LICENSE**

**OR COPY OF BIRTH CERTIFICATE**

REFERENCE INFORMATION

Name of Member: \_\_\_\_\_

Name of Member’s spouse (if applicable)\_\_\_\_\_

Capital Credit Number(s):\_\_\_\_\_

AGREEMENT TO TERMS AND CONDITIONS FOR PAYMENT IF CAPITAL CREDITS PRIOR TO THE TIME SUCH CAPITAL WOULD OTHERWISE BE RETIRED-SPECIAL RETIREMENT/AGE

WHEREAS, Twin Valley Electric Cooperative, Inc. (Cooperative) wishes to retire capital credits to its members pursuant to its Board Policy Retirement of Capital Credits; and

WHEREAS, the Board of Trustees (Board) shall determine the basis, priority, order of retirement, and payment(s) of capital credits, provided the payment(s) shall not impair the financial condition of the Cooperative, and shall not violate the Cooperative mortgage agreements, and

WHEREAS, I (your name)\_\_\_\_\_ (hereinafter, the member) am the member noted in the reference information above and I am willing to accept and bind myself to the terms and conditions for payment(s) of capital credits prior to the time such capital would otherwise be retired;

NOW, THERREFORE, the Member and the Cooperative agree as follows:

- (1) Obligation of the Member. The Member unconditionally accepts and binds the member to receiving said member’s outstanding capital credits on a discounted value basis. This discounted value basis will use a thirty (30) year discount period and the discount rate used will be the blended interest rate of all the Cooperative outstanding long term debt, or 5%, whichever is greater in effect at the time the Cooperative receives properly completed documents requesting the discounted payment of the member’s capital credits. Proper completion of the application documents will be determined by the Cooperative.
- (2) Obligation of the Cooperative. The Cooperative conditionally promises to pay to the member the discounted value basis of the outstanding capital credits to be retired on a first request in/first request order, subject to set-off for amounts owed to the Cooperative.

- (3) Cooperative Aggregate Amount Condition. The aggregate discounted value of capital credits payment retired (aggregate amount) to all members in any one year shall be determined by the Board and shall be evenly disbursed during the year. If the determined aggregate amount by the Board is not sufficient to retire the discounted value basis of the outstanding capital credits to be retired pursuant to its agreement, such amounts above the determined aggregate amount shall be retired on future retirements dates.
- (4) Cooperative Financial Condition. The discounted value basis payments of the outstanding capital credits to be retired will be made only if the financial condition of the Cooperative will not be impaired and the Cooperative's mortgage agreements not violated all as determined by the Board.
- (5) Cooperative Payments. The payment(s) of the obligation in Section 2 shall be made on or about the 18<sup>th</sup> day of the months of April, August, or December of each year. The payments date(s) will be determined by the Cooperative upon the receipt by the Cooperative of properly completed application documents, which must be received by the 1<sup>st</sup> day of the months April, August, or December of each year. The order of payment of first request in/first request retired will be determined by a date stamp used when Cooperative requested documents are received properly completed. Proper completion will determined by the Cooperative.
- (6) Availability of Future Agreements-Special Retirements/Age. This agreement for Special Retirements/Age is made available only one per lifetime of the member and member's spouse.
- (7) Effect on Previous Agreements. If the Cooperative has made any prior agreement(s) regarding terms and conditions for payment of capital credits, this agreement supersedes all prior agreements and represents the current binding understanding between the parties.
- (8) Holding the Cooperative Harmless. The member represents that there are capital credits to the account of the member on the books of the Cooperative; that this agreement is made for the purpose of establishing the terms and conditions for payments of capital credits prior to the time such capital would otherwise be retired; that he or she agrees to hold the Cooperative harmless from and to pay for any damages that may be sustained by the Cooperative for any reason due to the assignment and transfer of the capital credits and in particular any misstatement or omission contained in this agreement, or in the application for retirement of capital credits.
- (9) Miscellaneous. (a) The Cooperative may extend the time of payment(s) due to unforeseen circumstances or acts of God. (b) This agreement contains the entire agreement between the parties with respect to its subject matter and shall not be changed or terminated except by written agreement signed on behalf of the parties. (c) This agreement shall be interpreted under the laws of the State of Kansas.
- (10) Effective Date. This agreement shall be effective and the obligations of both parties shall commence on the day the authorized signatures of both parties appear.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as evidence of acceptance without exception, by their duly authorized signatures.

MEMBER

TWIN VALLEY ELECTRIC  
COOPERATIVE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Spousal Waiver:**

If you have signed the agreement noted above, you spouse must sign below and have the signature notarized. If you are not married you must certify below; notarization of your signature is not necessary.

I (your name \_\_\_\_\_) have not been married while a member of Twin Valley Electric Cooperative, Inc. to date and I understand that if I marry before I receive the capital credits payment(s) this agreement may not be valid unless signed by my spouse as provided below.

\_\_\_\_\_  
Signature of Single Member

I am the spouse of the above-named member. I hereby consent to the member's agreement of such and agree to accept and bind myself to the terms and conditions stated therein.

\_\_\_\_\_  
Signature of Member's Spouse

**SUBSCRIBED OR ACKNOWLEDGED BEFORE ME BY:**

(Member's Spouse Name) \_\_\_\_\_ the member's spouse, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Count in the State of \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_