



Rolling Hills Electric Cooperative, Inc.

Bylaws

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**BYLAWS
OF
ROLLING HILLS ELECTRIC COOPERATIVE, INC.**

ARTICLE I • BYLAW IDENTIFICATION AND DEFINITIONS

SECTION 1.1. **Bylaws.** These are the Bylaws of Rolling Hills Electric Cooperative, Inc., (“Cooperative”) and these Bylaws as they currently exist or as later amended constitute the Cooperative’s Bylaws (“Bylaws”). These Bylaws are subject to Law and the Amended and Fully Restated Articles of Incorporation of Rolling Hills Electric Cooperative, Inc. (“Articles”). If, and to the extent that, a Bylaw conflicts with Law or the Articles, then the Law or Articles control. Law includes applicable:

- (1) local, state and federal constitutions, statutes, ordinances, regulations, holdings, rulings, orders, and similar documents or actions, whether legislative, executive, or judicial; and
- (2) legally binding contracts enforceable by or against the Cooperative including legally binding contracts between the Cooperative and an applicant or Member.

SECTION 1.2. **Word Usage.** Within the Bylaws of the Cooperative, except as otherwise provided, and subject to the context requiring otherwise:

- (1) words and phrases have their customary and ordinary meaning;
- (2) the singular use of a word includes the plural use and the plural use of a word includes the singular use;
- (3) the words “shall” and “must” are words of obligation, with “shall” meaning, has a duty to and must, meaning is required to;
- (4) the word “may” is a word of discretion meaning has discretion to, is permitted to, is authorized to, or is entitled to;
- (5) the words “except”, “except as otherwise provided,” “subject to,” and similar words are words of limitation and exception;
- (6) the words “include,” “includes,” and “including” mean include without limitation, includes without limitation and including without limitation;
- (7) the word “or” is inclusive, with “A or B” meaning A or B or both;
- (8) the word “individual” means a natural person or human being;

ARTICLE II • COOPERATIVE MEMBERSHIP

SECTION 2.1. **Member Qualifications.** Except as otherwise provided in these Bylaws a Person may become and remain a Member of the Cooperative only if:

- (1) the Person has the capacity to enter into legally binding contracts; and
- (2) the Person consumes, receives, purchases, or otherwise uses, or requests, or agrees to use, when available or within a reasonable time, a Cooperative Service generated, transmitted, distributed, sold, supplied, furnished, or otherwise provided by the Cooperative.

A "Cooperative Service" is:

- (1) electric energy provided by the Cooperative; and
- (2) as determined by the Cooperative's Board of Trustees ("Board"), a good or service provided by the Cooperative.

Person means any natural person, firm, association, corporation, business trust, partnership, or any body politic including, local, regional, state, or federal governments, and any agency or division of a government. Firm, means any legally recognized entity, including a corporation, cooperative, trust, estate, conservatorship, Limited Liability Company, Persons or firms having a joint or common economic interest, and associations. A Firm and Person, other than a natural person, may be referred to as an Entity.

Except as otherwise provided in these Bylaws, a Person may not become or remain a Member of the Cooperative if the Person resides at, engages in a business at, owns, controls, or otherwise occupies a residence, office, building, premise, structure, facility, or other location the provision of a Cooperative Service to which location is the basis of membership, and which location is or was:

Occupied by a second Person, other than a landlord, tenant, or similarly related Person, who: (A) is a Member, other than a Joint Member; or (B) owes the Cooperative for a Cooperative Service provided to or for the location if the first Person occupied the location when the Cooperative provided the Cooperative Service; or previously occupied by an Entity owned or controlled by the Person, which Entity owes the Cooperative for a Cooperative Service Provided to or for the Location.

A Person, either individually or through an Entity not considered legally separate from the Person may not hold more than one membership in the Cooperative. Persons Occupying a Location to or for which the Cooperative provides a Cooperative Service may not hold more than one membership in the Cooperative.

SECTION 2.2. **Membership Procedure.** Except as otherwise provided in these Bylaws or by the Board, a qualified Person seeking to become a Member (Applicant) must complete the procedures stated in this Article to the Cooperative's satisfaction, before initially using, the first Cooperative Service used or to be used by the Applicant. To become a Member, an

applicant must complete and sign a written membership application provided by the Cooperative. By completing and signing the membership application the Applicant upon becoming a Member agrees to:

- (1) comply with and be bound by the Cooperative's Governing Documents, as adopted and amended from time to time;
- (2) provide the Cooperative all information reasonably requested by the Cooperative including the Applicants tax identification number;
- (3) complete any additional or supplemental documentation, contract, or action required by the Board for the Cooperative Service which the Applicant is using, or requesting or agreeing to use;
- (4) voluntarily receive the Cooperative's member magazine, if any;
- (5) consume, receive, purchase or otherwise use electric energy as a Cooperative Service within six months after the Cooperative Service is made available;
- (5) pay any required membership fee, contribution, deposit, or assessment which may be required by the Governing Documents;
- (7) pay any outstanding amounts owed to the Cooperative.

The membership application, the above agreements, and the Governing Documents may be referred to as the Member Agreement or Member Agreements.

Governing Documents mean the written membership application signed by an Applicant or Member and all the following documents and actions, all as currently existing or as later adopted or amended:

- (1) all Laws regarding or affecting the Cooperative's property, property rights, and assets, the Cooperative's operation, the Cooperative's Members and patrons, the provision and use of Cooperative Services, Cooperative Equipment, and Member Equipment connected to the Cooperative equipment;
- (2) the Articles of Incorporation;
- (3) these Bylaws;
- (4) the Cooperative's service rules and regulations;
- (5) the Cooperative's rate and price schedules; and
- (6) all rules, regulations, requirements, guidelines, procedures, policies, programs, determinations, resolutions, or actions taken, adopted, promulgated or approved by the Board.

Cooperative Equipment is and includes a product, equipment, structure, facility, or good owned, controlled, operated, or furnished by the Cooperative. Member Equipment is a product, equipment, structure, facility or other good:

- (1) owned, controlled, operated, or furnished by an Applicant or Member; and
- (2) located on property owned, controlled, operated, possessed or furnished by an Applicant or Member.

SECTION 2.3. Membership. Except as otherwise provided in these Bylaws or by the Board, a qualified Person becomes a Member of the Cooperative ("Member") and consents to be a Member upon using, or requesting or agreeing to use, a Cooperative Service and completing the membership procedure.

If the Board determines that a qualified Person is unable to comply with the membership procedures, then the Board may refuse, suspend, or terminate the Person's membership in the Cooperative. For other good cause determined by the Board, the Board may refuse a qualified Person membership in the Cooperative.

Except as otherwise provided in these Bylaws or by the Board in advance and in writing, a Cooperative membership, and a right or privilege associated with the Cooperative membership may not be sold, purchased, assigned, disposed of, acquired, or otherwise transferred.

SECTION 2.4. Governing Documents Constitute a Contract. The Patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Governing Documents shall constitute and be a contract between the Cooperative and each Member, and both the Cooperative and the Patron are bound by Governing Documents as fully as though each Patron had individually signed a separate instrument containing such terms and provisions. The provisions of this Article of these Bylaws shall be called to the attention of each Patron of the Cooperative by posting the Article on the Cooperative website or in a conspicuous place in the Cooperative's offices.

SECTION 2.5. Membership Agreement. A Member shall:

- (1) comply with the Governing Documents;
- (2) maintain a current mailing address and other reasonable contact information with the Cooperative; and
- (3) pay the Cooperative for the Cooperative's damages, costs, or expenses, including attorney fees and legal expenses, caused by or associated with the Member's failure to comply with the Governing Documents.

If a Member fails to comply with the Governing Documents, then, as provided in these Bylaws, the Cooperative may suspend or terminate the Member or a Cooperative Service provided to the Member. Regardless of whether money damages are available or adequate, the Cooperative may:

- (1) bring and maintain a legal action to enjoin the Member from violating the Governing Documents; and
- (2) bring and maintain a legal action to order the Member to comply with the Governing Documents.

The Articles and these Bylaws are contracts between the Cooperative and a Member. Through these Bylaws, each Member acknowledges that:

- (1) Every Member is a vital and integral part of the Cooperative;
- (2) the Cooperative's successful operation depends upon each Member complying with the Governing Documents;
- (3) Members are united in an interdependent relationship.

In general, a Member is not liable to third parties for the Cooperative's acts, debts, liabilities, or obligations solely because of membership in the Cooperative. A Member may become liable to the Cooperative as provided in the Governing Documents or as otherwise agreed to by the Cooperative and the Member.

SECTION 2.6. Joint Membership. A husband and wife, and other natural persons who qualify under Kansas law may hold a joint membership in the Cooperative ("Joint Membership"). A Joint Membership may consist of qualified natural persons occupying the same location to, or for which the Cooperative provides or will provide a Cooperative Service.

- (1) **Creating a Joint Membership.** Qualified natural persons become Joint Members of the Cooperative ("Joint Members") and consent to being Joint Members in the same manner as Members become Members and consent to being Members. As provided by the Board, a Member may convert the Member's individual membership to a Joint Membership with a qualified natural person. While a Joint Member, a qualified natural person may become or remain a separate, non-Joint Member by using a Cooperative Service at a location different from the Joint Membership location.
- (2) **Rights and Obligations of Joint Members.** Except as otherwise provided in these Bylaws, a Joint Member has and enjoys the rights, benefits, and privileges, and is subject to the obligations, requirements, and liabilities, of being a Member. Joint Members are jointly and severally liable for complying with the Governing Documents. As used in these Bylaws, and except as otherwise provided in these Bylaws, membership includes a Joint Membership and a Member includes a Joint Member.
- (3) **For a Joint Membership:**
 - (a) notice of a meeting provided to one Joint Member constitutes notice to all Joint Members;
 - (b) waiver of notice of a meeting signed by one Joint Member constitutes the waiver of notice for all Joint Members;

- (c) the presence of one or more Joint Members at a meeting constitutes the presence of one Member at the meeting;
 - (d) the presence of one Joint Member at a meeting waives notice of the meeting for all Joint Members;
 - (e) the presence of one Joint Member at a meeting revokes any Member proxy previously executed by the Joint Member;
 - (f) if only one Joint Member votes on a matter; signs a petition, consent, waiver, or another document; or otherwise acts, then the vote, signature, or action binds the Joint Membership and constitutes one vote, signature, or action;
 - (g) if more than one Joint Member votes on a matter; signs a petition, consent, waiver, or another document; or otherwise acts, then the first vote, signature, or action received by the Cooperative binds the Joint Membership and constitutes one vote, signature, or action. If it cannot be conveniently determined which joint Member first acted then the petition, consent, waiver, other document or vote of both Joint Members will be disregarded and will not count toward any Cooperative action.
 - (h) except upon the cessation of marriage, the suspension or termination of a Joint Member constitutes the suspension or termination of all Joint Members; and
 - (i) a Joint Member qualified to be a Member of the Board ("Trustee") may be a Trustee, regardless of whether another Joint Member is qualified to be a Trustee, but if more than one Joint Member is qualified to be a Trustee, then only one Joint Member may be a Trustee.
- (4) Terminating a Joint Membership. Joint Members shall notify the Cooperative in writing of a failure to occupy the same location to or for which the Cooperative provides or will provide a Cooperative Service. Upon determining or discovering the failure to occupy the same location to or for which the Cooperative provides or will provide a Cooperative Service, then:
- (a) if one Joint Member remains qualified to be a Member and continues to use a Cooperative Service at the same location, the Joint Membership converts to a membership comprised of this Person; and
 - (b) if no Joint Member remains qualified to be a Member and continues to use a Cooperative Service at the same location, the Joint Membership terminates.

SECTION 2.7. Provision of Cooperative Service. A Member shall comply with any reasonable procedure required by the Cooperative regarding the provision of a Cooperative Service. Based upon different costs of providing a Cooperative Service to different groups of Members, the Cooperative may charge each group a different rate or price for providing the Cooperative Service. The Board in its discretion, based upon reasonable criteria, may determine what constitutes a group for rate-making and other purposes.

- (1) Interruption of Cooperative Service. The Cooperative shall provide Cooperative Services to Members in a reasonable manner. The Cooperative, however, does not ensure, guarantee, or warrant that it will provide adequate, continuous, or non-fluctuating electric energy or any other Cooperative Service. The Cooperative is not liable for damages, costs, or expenses, including attorney fees or legal expenses, caused by the Cooperative providing inadequate, non-continuous, or fluctuating electric energy or any other Cooperative Service, unless the damages, costs, or expenses are caused by the Cooperative's gross negligence or willful misconduct. The Cooperative's responsibility and liability for providing a Cooperative Service will terminate upon delivery of the Cooperative Service to a Member. In case of emergency, or as requested by government or emergency officials or representatives, the Cooperative may interrupt the provision of Cooperative Services to Members.
- (2) Safe and Protected Operation of Cooperative. A Member shall take or omit any act required by the Cooperative to safely, reliably, and efficiently operate the Cooperative and for the Cooperative to provide a Cooperative Service, which acts involve:
 - (a) a location occupied by the Member and to or for which the Cooperative provides or will provide a Cooperative Service;
 - (b) real or personal property in which the Member possesses a legal or equitable right or interest ("Member Property");
 - (c) Cooperative Equipment; or
 - (d) Member Equipment connected to Cooperative Equipment.
 - (e) A Member shall:
 - i. protect Cooperative Equipment and Member Equipment connected to Cooperative Equipment; and
 - ii. install and maintain any protective device, and implement and follow any protective procedure, required by the Cooperative. As necessary to safely, reliably, and efficiently operate the Cooperative and provide a Cooperative Service, the Cooperative may temporarily suspend or terminate the provision of a Cooperative Service. A Member shall not tamper with, alter, interfere with, damage, or impair Cooperative Equipment. Except as otherwise provided by the Board, the Cooperative owns all Cooperative Equipment.
 - (f) Member Equipment Connected to Cooperative Equipment. Except as otherwise provided by the Board, before Member Equipment is connected to Cooperative Equipment, the Cooperative must approve the connection in writing. Before and while Member Equipment is connected to Cooperative Equipment, the Member:
 - i. shall comply with, and shall ensure that the Member Equipment, the connection, and any act or omission regarding the Member Equipment and the connection comply with the Governing Documents, including terms, conditions, requirements, and procedures required by the Cooperative regarding the

Member Equipment and the connection;

- ii. shall ensure that the Member Equipment and the connection do not adversely impact the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or provide a Cooperative Service;
- iii. grants the Cooperative the right to inspect the Member Equipment and the connection to determine whether the Member Equipment and connection comply with the Governing Documents;
- iv. grants the Cooperative the right to disconnect or temporarily operate Member Equipment that does not comply with the Governing Documents or that adversely impacts the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or provide a Cooperative Service;
- v. shall pay the Cooperative for income not received or accrued because of the connection.

(g) If Member Equipment is connected to Cooperative Equipment, then:

- i. the Member is, but the Cooperative is not, responsible for designing, installing, operating, maintaining, inspecting, repairing, replacing, and removing the Member Equipment;
- ii. the Cooperative is not liable for damage to, or for the performance of, the Member Equipment;
- iii. the Cooperative is not liable for damage to Member Property;
- iv. the Member is responsible for knowing the concerns, risks, and issues associated with operating the Member Equipment and connecting the Member Equipment to Cooperative Equipment;
- v. the Member is liable for damage to, and for the nonperformance of Cooperative Equipment caused by the Member Equipment or the connection; and
- vi. the Member is liable for and must indemnify the Cooperative against, injury or death to any person and damage to any property caused by, or resulting from, the Member Equipment or the connection.

(h) Suspension or Termination of Cooperative Service. After providing a Member reasonable notice and an opportunity to comment orally or in writing, the Cooperative may suspend or terminate the provision of a Cooperative Service to the Member for a Suspension Reason. Without providing a Member notice or an opportunity to comment, the Cooperative may suspend or terminate the provision of a Cooperative Service to the Member upon determining or discovering:

- i. that Cooperative Equipment used to provide the Cooperative Service has been tampered with, altered, interfered with, damaged, or impaired;

- ii. that Member Equipment connected to Cooperative Equipment adversely impacts the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or provide a Cooperative Service;
 - iii. the unsafe condition of Cooperative Equipment or Member Equipment connected to Cooperative Equipment; or
 - iv. an imminent hazard or danger posed by Cooperative Equipment or Member Equipment connected to Cooperative Equipment.
- (i) **Usage Information.** The Cooperative may use Cooperative Equipment to measure, collect, maintain, transmit, communicate, and store the aggregate or incremental amount, quantity, or quality of a Cooperative Service used by a Member, and other data or information regarding a Member's use of a Cooperative Service (collectively, "Usage Information"). The Cooperative may use, disclose, and transfer Usage Information if reasonably related to providing a Cooperative Service or if reasonably related to protecting against, or responding to, death, personal injury, or property damage.

SECTION 2.8. Use of Cooperative Service. Except as otherwise provided in these Bylaws or by the Board:

- (1) A Member shall use electric energy as a Cooperative Service which is generated, marketed, or sold and transmitted or distributed by the Cooperative for substantially all the electric energy used by the Member. In using a Cooperative Service, a Member shall comply with the Governing Documents.
- (a) **Payment for Cooperative Service.** At prices, rates, or amounts determined by the Board, pursuant to terms, conditions, time, and manner specified by the Cooperative, and regardless of the amount or time billed, a Member shall pay the Cooperative for:
- i. Cooperative Services provided to the Member or provided to or for a location occupied by the Member; and
 - i. Deposits, contributions, or other amounts required by the Governing Documents.
- (b) If the Cooperative sends a Member a bill, invoice or similar document reflecting an incorrect or inaccurate amount owed, then:
- i. The Cooperative may send the Member another bill, invoice, or similar document reflecting the correct and accurate amount owed and
 - ii. The Member shall pay the correct and accurate amount owed. The Cooperative may require a Member to pay for a Cooperative Service in advance.

- (c) Sale or Transfer of Cooperative Service. Except as otherwise provided by the Board a Member may not sell, lease or otherwise transfer a Cooperative Service or a right to a Cooperative Service provided by the Cooperative.

SECTION 2.9. Grant of Property Rights. As required by the Cooperative for Cooperative Purposes, a Member shall:

- (1) provide the Cooperative safe and reliable access to or use of Member Property; and
- (2) pursuant to reasonable terms and conditions specified by the Cooperative, and without compensation from the Cooperative, grant or convey to the Cooperative, for Cooperative Purposes, a written or oral, easement, right-of-way, license, or other right or interest in Member Property.

A "Cooperative Purpose" is at any time, and in a manner determined by the Cooperative:

- (1) purchasing, installing, constructing, inspecting, monitoring, operating, repairing, maintaining, removing, relocating, upgrading, or replacing Cooperative Equipment or Member Equipment connected to Cooperative Equipment on Member Property;
- (2) through physical, chemical, herbicide, or other means, clearing, trimming, removing, or managing any trees, bushes, brush, or other vegetation;
- (3) providing a Cooperative Service to a Member or one or more other Members;
- (4) monitoring, measuring, or maintaining a Cooperative Service provided to a Member or one or more other Members;
- (5) providing electric energy to a Person or one or more other Persons;
- (6) monitoring, measuring, or maintaining electric energy provided to a Person or one or more other Persons;
- (7) authorizing, permitting, satisfying, or facilitating an obligation incurred, or right granted, by the Cooperative regarding use of Cooperative Equipment; or
- (8) safely, reliably, and efficiently operating the Cooperative or providing a Cooperative Service. If reasonably needed for safety, reliability, efficiency, or similar reasons, a Cooperative Purpose includes clearing, trimming, removing, or managing any trees, bushes, brush, or other vegetation located outside an easement, right-of-way, license, or other right or interest in or on Member Property.

SECTION 2.10. Member Suspension. The Cooperative may suspend a Member for the following reasons ("Suspension Reasons"):

- (1) as provided in the Governing Documents;
- (2) as determined by the Board for good cause;

- (3) the Member is no longer qualified to be a Member;
- (4) the Member does not timely pay any amount due to the Cooperative;
- (5) the Member violates or does not timely comply with the Governing Documents;
- (6) the Member ceases using a Cooperative Service for six consecutive months unless the cessation is caused by an event beyond the Members reasonable control and the Member intends to resume use when reasonably possible;
- (7) the Member requests suspension.

Except as otherwise provided in these Bylaws or by the Board, a Member is suspended upon:

- (1) the Member's request for suspension; or
- (2) the Cooperative: (A) providing the Member written notice of the Member's possible suspension and the applicable suspension reason at least 15 days before the possible suspension; (B) notifying the Member that the Member has a right to, and allowing the Member an opportunity to, comment upon the Suspension Reason orally or in writing at least seven days after the Cooperative provides the notice; and (C) determining to suspend the Member.

The Cooperative must provide any written suspension notice to the Member's most current address shown on the Membership List.

Upon a Member suspension:

- (1) other than the Cooperative's obligation to retire and pay Capital Credits, and other than the Cooperative's obligations regarding dissolution, the Cooperative's duties, obligations, and liabilities imposed by the Governing Documents for the Member cease and the Cooperative may cease providing a Cooperative Service to the Member; and
- (2) other than the Member's right to receive retired and unpaid Capital Credits, and other than the Member's rights upon the Cooperative's dissolution, the Member forfeits and relinquishes rights provided in the Governing Documents, but remains subject to obligations imposed by the Governing Documents. In particular, a suspended Member may not receive notice, nominate, vote, remove, demand, request, petition, consent, or otherwise act as provided in the Governing Documents.

Unless the Cooperative determines otherwise, a Member's suspension is lifted upon the Member rectifying the applicable Suspension Reason within 15 days of the suspension. The Cooperative may lift a Member suspension for good cause determined by the Board.

SECTION 2.11. Member Termination. Except as otherwise provided in these Bylaws, a Member is terminated upon:

- (1) the Cooperative learning of the Member's death, legal dissolution, or legal cessation of existence;
- (2) the Member requesting termination; or
- (3) the Cooperative learning that the Member has ceased using electric energy or a Cooperative Service, as required by Law or the Governing Documents.
- (4) Except as otherwise provided by the Board, a partnership Member continuing to use a Cooperative Service is not terminated upon the death of a partner or following any other alteration in the partnership. A deceased partner and his or her estate, or any partner departing a partnership remain liable to the Cooperative for Cooperative Services provided to or for the Member, before, the death of the partner, the time of termination of the partnership or a partner's departure.

Termination of a Member does not:

- (1) release the Member from debts, liabilities, or obligations owed to the Cooperative; or
- (2) release the Cooperative from the obligation to retire and pay Capital Credits, to the former Member or obligations to the former Member regarding the Cooperative's dissolution. Upon a Member's termination from the Cooperative, and after deducting amounts owed to the Cooperative, the Cooperative must return to the Member any amount provided in the Governing Documents.

ARTICLE III • RIGHTS OF MEMBERS

SECTION 3.1. Member's Access to Board Meetings and Minutes of Meetings. Members shall be permitted to attend regular or special meetings of the Board ("Board Meeting"), excluding executive sessions.

Minutes of Meetings of the Board of Trustees will be taken during its regular and special meetings. Minutes, as approved at the next regular Board Meeting, will be made available, upon request, to Members at the Cooperative's office, or by electronic means within two (2) business days following the next regular Board Meeting.

SECTION 3.2. Membership List. The Cooperative shall maintain a record of current Members in a form permitting the Cooperative to alphabetically list the names and addresses of all Members ("Membership List").

SECTION 3.3. Cooperative Records. A Member, upon delivery to the Cooperative, at least five business days in advance, of a written demand under oath stating the purpose thereof, will have the right to inspect and make copies and extracts, of Cooperative Records, other than exempted records, including the Membership List for any proper purpose. The inspection must be made during the usual business hours of the Cooperative and at the Member's expense.

The demand may be made by a Member, Member's agent, or Members attorney. A Member, Member's agent, or Members attorney; however, may inspect, copy, make extracts, or receive a copy of the Cooperative Records only if, as determined by the Cooperative: (1) the Member's demand is made in good faith and for a proper purpose; (2) the Member describes with reasonable particularity the purpose for which the Member will use the Cooperative Record; (3) the Cooperative Record is directly connected with the Members purpose; or (4) the Cooperative Record is not an exempted record.

Those Cooperative Records exempted from disclosure for legal and privacy reasons include: attorney-client privileged information and communications; personnel subject matter; security; personal Member information not contained in the Membership List; matters that are clearly competitive, private communications; Cooperative Records relating to the potential purchase of real estate, and matters the Board determines in good faith, that disclosure of the Cooperative Record or information presents a compelling risk of likely harm to the Cooperative or its Members.

Except as otherwise provided by the Board, a Member, Member's agent, or Members attorney may not: (1) obtain or use all or part of a Cooperative Record for a purpose unrelated to the Member's interest as a Member; (2) use all or part of the Membership List to solicit money or property unless the money or property is used solely to solicit Member votes in a Cooperative election or vote; (3) use all or part of a Cooperative Record for a commercial purpose; (4) sell or purchase all or part of the Membership List; or (5) use a Cooperative Record for an improper purpose or a purpose which will harm the Cooperative.

A Member, Member's agent, or Member's attorney shall comply with any reasonable terms, conditions, or requirements imposed by the Cooperative to protect against the use of all or part of the Cooperative's Records for improper purposes or prohibited uses.

Instead of making a Cooperative Record available for inspection or copying, or providing a copy thereof, the Cooperative may, within five business days of receiving a demand from a Member, offer the Member an alternative method for reasonably and timely accomplishing the purpose identified by the Member without providing access to a copy of the Cooperative Record.

SECTION 3.4. Voting and Elections. A Member has the right to fair and open Trustee elections with the right of nomination to a Trustee position by a Nominating Petition, as provided in these Bylaws. Each Member, eligible to vote, has the right to vote the Member's membership interest as provided in these Bylaws.

SECTION 3.5. Right to Speak. A Member has the right to speak at every regular or special Board or Member Meeting at a time designated by the Board or in these Bylaws. The speech shall not be unruly, disruptive or interfere with the normal and scheduled proceedings of the meeting and is subject to reasonable regulation by the presiding officer.

ARTICLE IV • MEETINGS OF MEMBERS

SECTION 4.1. Annual Meeting. The Annual Meeting of the Members (Annual Meeting) shall be held at the Cooperative's principal office at 3075 B, US Highway 24, Beloit, Kansas,

in March or April, each year, on a date and at a time designated by the Board. The Board may otherwise, by a 2/3 majority, designate the Annual Meeting to be in any County where the Cooperative is providing Cooperative Services. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative, or affect any action otherwise taken by the Cooperative.

At the Annual Meeting: (1) the President or designee shall provide a written report regarding the activities of the Cooperative; (2) the Treasurer or designee shall provide a written report regarding the financial condition of the Cooperative; (3) Trustees shall be elected; and (4) such other business shall be presented as determined appropriate by the Board, or as may be required by these Bylaws. The President's and Treasurer's reports, the agenda, and any other information deemed pertinent by the Board shall be provided to the Members in the notice of the Annual Meeting.

SECTION 4.2. Special Meetings. Special meetings of the Members may be called by the President, by the Board, by any three Trustees, or by a petition signed by at least ten percent of all Members of the Cooperative. The Board shall determine the date, time and location of any Special Meeting, and if called by petition, shall set the meeting within 60 days of receipt thereof. Unless the Board determines otherwise, the President, or in the absence of the President, the Vice-President or a designee will preside over the Special Meeting. It shall be the duty of the Secretary to cause notice of the meeting to be given as specified in Bylaw Section 4.4 of these Bylaws. Special Meetings shall be held at the Cooperative's Registered Office, unless the Board by a 2/3rds majority, designates the Special Meeting to be in any County where the Cooperative is providing a Cooperative Service.

SECTION 4.3. Record Date. A "Record Date" is the date for determining the total membership and the Members entitled to: (1) sign a Member petition, request, demand, consent, appointment, or similar document; (2) receive a ballot, notice of any Member Meeting, or similar document; or (3) vote or otherwise act. If a Member is suspended after the Record Date, then the Member may not sign a document, receive a document, vote or otherwise act.

The Board may fix a Record Date, but the Record Date must not be more than 60 or less than 35 days before the: (1) date the first Member signs a Member petition, request, demand, consent, appointment, or similar document; (2) date a notice or similar document is required; or (3) date of any Member Meeting.

The Record Date for determining the total membership and the Members entitled to notice or to vote remains effective, except as otherwise provided in these Bylaws, for an adjourned Member Meeting.

SECTION 4.4. Notice of Member Meetings. Written notice of Member Meetings stating the date, time, location and purpose of the meeting shall be delivered to those Members entitled to receive notice as of the Record Date, not less than ten (10) days nor more than thirty-five (35) days before the date of the meeting. The notice may be given either personally, by United States Mail postage pre-paid and addressed to the Member at the Member's address as it appears on the records of the Cooperative, or by electronic mail transmission, in accordance with Board policy for those Members opting to receive electronic notice. If the notice is sent by United States Mail or electronically, such notice shall be deemed to be

delivered when deposited in the United States Mail, or when electronically sent. The incidental or unintended failure of any Member to receive notice of a Member Meeting shall not invalidate any action taken by the Members at the meeting.

SECTION 4.5. Quorum. Business may not be transacted at any Member Meeting unless there are present at least fifty (50) Members. Upon a Member being present or represented for any purpose at a Member Meeting the Member is deemed present for Member quorum purposes for the remainder of the Member Meeting. If less than a quorum is present at any Member Meeting, a majority of those present in person may adjourn the meeting to another time and date, not more than 60 days after the date of the noticed meeting. Formal notice as required by Bylaw Section 4.4, need not be given for the adjourned meeting; however, the Board, or President of the Board, may give notice of the adjourned meeting in any manner deemed appropriate. At all meetings of the Members, whether a quorum is present or not, the Secretary may affix to the meeting minutes, or incorporate therein by reference, a list of those Members who were registered as present.

SECTION 4.6. Agenda and Action at Member Meetings. Except as otherwise provided in these Bylaws, before or at an Annual Meeting or Special Member Meeting ("Member Meeting") the Board shall determine the agenda and carry out the business of the Cooperative, in accordance with these Bylaws; generally, in the following order:

- (1) Determination of the existence of a quorum;
- (2) Determination of proof of the timely delivery of the notice of the meeting as required by these Bylaws, or receipt of waivers of the notice of meeting;
- (3) Review and approve minutes of previous meetings of the Members, as applicable or appropriate;
- (4) Complete and report on Trustee elections at the Annual Meeting as required by these Bylaws;
- (5) At the Annual Meeting, present for consideration reports from the President and Treasurer, and such other reports and presentations as the Board deems appropriate;
- (6) New business items noticed for the Member Meeting, or items otherwise properly brought before the Member Meeting for discussion if any;
- (7) Unfinished business, if any;
- (8) Member questions or comments;
- (9) Adjournment.

Notwithstanding the foregoing, the Board of Trustees, may from time to time, including at the Member Meeting, establish a different order of business for the purpose of assuring the earlier consideration of action upon any item of business the transaction of which is necessary or desirable in advance of any other item of business.

Except as otherwise provided by the Board, before or at a Member Meeting, the President, Vice-President or a designee: (1) shall preside at the Member Meeting; (2) may remove a person from the Member Meeting for unruly, disruptive or similar behavior which behavior interferes with the normal and scheduled proceedings of the Member Meeting; and (3) may exercise such authority as reasonably necessary for efficiently and effectively conducting the Member Meeting.

Members attending a Member Meeting may consider, only a matter described in the notice of the Member Meeting; provided, however, Members may raise a matter for discussion at the Annual Meeting if:

- (1) at least 50 unsuspended Members sign one or more written request to raise or discuss the matter; and
- (2) the Cooperative receives all written requests at least forty-five (45) days before the Annual Meeting. Members attending a Special Member Meeting may consider, vote or act only upon a matter described in the notice of the Special Member Meeting.

The Board may establish other rules for conducting a Member Meeting, which rules must be:

- (1) fair to the Members; and
- (2) communicated or made available to the Members at least twenty-one (21) days before the Member Meeting.

SECTION 4.7. Voting. If a Member presents appropriate identification or proof of membership in the Cooperative, as of the Record Date, at a Member Meeting, or certification of a Mail Ballot as reasonably required by the Cooperative, and if the Member is not suspended on the Record Date and remains unsuspended after the Record Date, then, regardless of the value or quantity of the Cooperative services used, the Member may cast only one (1) vote on any matter for which the Member is entitled to vote, at the Member Meeting. Only the Member, or one of the Members, who have signed the membership application for a Cooperative Service and become a Member, or their duly authorized representative, may vote, or give a proxy, on behalf of the Member. If more than one individual has signed a membership application and the Applicant has become a Member, and one or more votes are cast on behalf that Member, or one or more proxies given on behalf of the Member, then none of the votes cast will be counted and all proxies will be deemed invalid. If a Member, who has signed the membership application for a Cooperative Service and become a Member, has authorized another person to vote on their behalf, by proxy, power of attorney, resolution or otherwise and that Member claims the authority to vote on the Member's behalf, then satisfactory credentials establishing the authority to vote must be provided or the vote will not be counted.

At a Member Meeting, the individual presiding over the Member vote may request that the Members vote by voice. If in good faith it is determined that a voice vote is not sufficient to accurately determine the vote results, then a standing or written ballot vote may be taken.

SECTION 4.8. Member Voting by Mail Ballot. Questions may be presented to the Members by means of a hard copy or electronic written ballot forwarded to the Members and

returned to the Cooperative by hand, mail, or electronic transmission ("Mail Ballot"). Except as otherwise provided in the Bylaws, the Board shall determine which issues are decided by a Mail Ballot and what general terms and conditions, may regulate its use, in addition, those stated in these Bylaws. Mail Ballots shall consist of either a Mail Ballot without a Member Meeting or Mail Ballot with a Member Meeting, as described in these Bylaws. Issues decided by a Mail Ballot in which the number of votes cast is equal to or greater than the number of Members needed to constitute a quorum for a Membership Meeting shall have the same force and effect as a vote taken at a Member Meeting.

Mail Ballot without a Member Meeting. A Member may vote or act via a Mail Ballot, as provided in these Bylaws, and in accordance with the general terms and conditions determined by the Board without a Member Meeting ("Mail Ballot without a Member Meeting"). In calling for a Member vote without a Member Meeting the Cooperative shall, not less than ten (10) nor more than thirty-five (35) days before the Deadline Date established by the Board for return of the Mail Ballots, either personally, electronically or by mail, deliver, a Mail Ballot without Member Meeting, to each Member entitled to vote on the specified matter, as of the Record Date. The Cooperative will then cause to be counted, all returned and qualified Mail Ballots which are received or postmarked on or before the Deadline Date in determining the matter submitted to the Members.

Mail Ballot with a Member Meeting. A Member may vote or act via Mail Ballot as provided in these Bylaws, and in accordance with general terms and conditions determined by the Board, in conjunction with a Member Meeting noticed by the Cooperative (Mail Ballot with a Member Meeting). In calling for a vote by Mail Ballot with Member Meeting the Cooperative shall provide notice of the meeting in accordance with Bylaw Section 4.4, along with a Mail Ballot. The Cooperative will cause to be counted all qualified Mail Ballots which have been returned to the Cooperative, or timely voted at the Member Meeting, in determining the matter submitted to the Members. Mail Ballots will be counted, as in-person attendance of the Member voting by Mail Ballot, in determining whether a Member quorum exists for the Member Meeting.

The following provisions apply as applicable to Mail Ballots.

- (1) A Member may cast a hard copy ballot at a Member Meeting called in conjunction with a Mail Ballot with a Member Meeting; provided, the Member has not previously returned the Member's Mail Ballot to the Cooperative.
- (2) A Mail Ballot must allow for secret voting and require a certification from the Member submitting the Mail Ballot, as reasonably determined appropriate by the Board.
- (3) Except as otherwise provided, a Mail Ballot must at a minimum:
 - (a) Set forth and describe a proposed action, identify a candidate, and include the language of the motion, resolution, Bylaw or Articles of Incorporation amendment, or other written statement, upon which a Member is asked to vote or act;
 - (b) If the Mail Ballot is a Mail Ballot with a Member Meeting, then the Mail Ballot, or information sent with the Mail Ballot, must state the date, time and place of a

physical Member Meeting, at which the Members are scheduled to vote or act on the question;

- (c) Provide an opportunity to vote for or against, or to abstain from voting on the matter;
- (d) Reasonably instruct, the Member how to complete, return or cast the Mail Ballot; and
- (e) If a Mail Ballot without Member Meeting, state a Deadline Date by which the Cooperative must receive the completed ballot in order to be counted.

(4) A Mail Ballot, once received by the Cooperative may not be changed or revoked.

(5) The incidental or unintended failure of any Member to receive a Mail Ballot shall not invalidate any action taken by the Members at a Member Meeting.

All questions voted upon, except those involving multiple-choice issues or determinations, shall be decided by a vote of a majority of the Members voting thereon, except as otherwise provided by Law, the Articles of Incorporation or these Bylaws. Multiple choice issues or determinations, including Trustee elections, shall be decided by a plurality vote. An action is approved or an election determined by Mail Ballot, if:

- (1) The number of certified and accepted Mail Ballots without a Member Meeting equals or exceeds the Member quorum requirement for a Member meeting; and the number of votes in favor of the action, proposal or election matter, equals or exceeds the number of votes required in these Bylaws or Law to carry the matter.
- (2) The number of certified and accepted Mail Ballots with a Member Meeting, plus the number of Members present at the Member Meeting called in conjunction with the Mail Ballot with a Member Meeting equals or exceeds the Member quorum requirement for a Member meeting; and the number of votes in favor of the action, proposal or election matter, including those properly cast at the Member Meeting, equals or exceeds the number of votes required in these Bylaws or Law to carry the matter.

SECTION 4.9. Credentials and Balloting Procedures. For all Member votes, the Board may establish further procedures reasonably designed, under the circumstances, to accomplish the following objectives:

- (1) Provide each Member with a reasonable opportunity to cast a vote that will be counted.
- (2) Provide a tally and Member credentials committee, composed of Members or Cooperative employees who are not a close relative or close member of the family of an existing Cooperative Trustee or known Trustee candidate. The Cooperative attorney may serve as the chairperson of the committee.
- (3) Tabulation of and a report of the voting results.
- (4) Making determinations with regard to Member credentials, certifications and the

validity of votes cast.

- (5) Determining a process for deciding on Trustee elections in the event of a tie.

SECTION 4.10. Proxy Voting. Pursuant to this Bylaw and in a manner determined by the Board, a Member entitled to a vote may appoint another individual Member ("Member Proxy") to vote, at a Member Meeting, on any matter as provided in these Bylaws for the Member. The Cooperative must accept votes properly taken at a Member Meeting by a Member Proxy on behalf of a Member entitled to vote as the Member's vote.

- (1) Member Proxy Appointment. To appoint a Member Proxy:

- (a) the Member or the Member's authorized officer, director, employee or agent must sign and date a proxy form prepared by the Cooperative, specifying the Member Meeting at which, or the dates during which, the Member Proxy may vote, which are not more than three (3) years from the date the proxy is signed by someone other than the Member, proof of authority to sign on behalf of the proxy must be provided to the Cooperative. The signature may be affixed by any reasonable means, including but not limited to a facsimile signature; and
- (b) the proxy must specify the Member Meeting at which, or the dates during which, the Member Proxy may vote for the Member; and
- (c) except as otherwise provided in these Bylaws, the individual designated by the Cooperative to receive proxies, and if no one is designated the Cooperative Secretary, must receive the Member Proxy appointment and any appropriate supporting documents at the beginning of a Member Meeting at which the Member Proxy will vote for the Member.

The Member voting a Member Proxy must be a voting Member of the meeting. Members may vote by proxy only at a physical Member Meeting that the proxy attends. A Member may vote no more than three proxies. Proxies may not be used for Mail Ballot voting.

- (2) Member Proxy Appointment Revocation. Before a Member Proxy votes, the Member Proxy appointment is revoked by:

- (a) the Cooperative receiving a more recently dated Member Proxy appointment;
- (b) the Cooperative receiving a Mail Ballot from the Member.

SECTION 4.11. Remote Participation. If authorized by the Board, in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, Members not physically present at a Member Meeting may, by means of remote communication:

- (1) participate in a Member Meeting; and
- (2) be deemed present in person and vote at a Member Meeting whether such meeting is to be held at a designated place or solely by means of remote communication, provided that:

- (a) the Cooperative shall implement reasonable measures to verify that each Person deemed present and permitted to vote at the meeting by means of remote communication is a Member;
- (b) the Cooperative shall have implemented reasonable measures to provide such Members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the applicable Members, including an opportunity to read or hear and
- (c) if any Member votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Cooperative.

ARTICLE V • BOARD OF TRUSTEES.

SECTION 5.1. General Powers. The business and affairs of the Cooperative shall be directed by a Board of ten (10) Trustees, except in the event of a vacancy. The Board shall exercise all the powers of the Cooperative, except those that are prescribed by Law, the Articles of Incorporation, or these Bylaws, to be conferred upon or reserved to the Members. The Board shall reasonably administer and enforce these Bylaws, or ensure that these Bylaws are reasonably administered and enforced. The Board may hire a General Manager to serve as the chief administrative officer of the Cooperative responsible for the day to day operation of the Cooperative.

SECTION 5.2. Qualifications to be Nominated, Elected and Remain a Trustee. Any natural person will be eligible to be nominated, elected and remain a Trustee of the Cooperative who:

- (1) Is a Member of the Cooperative residing in the Trustee District which the Member is to, or does represent, and is receiving a Cooperative Service at the Member's primary residential abode, for at least 10 months out of every calendar year or;
- (2) Is authorized by a Member Entity to serve as a Trustee, if the Member Entity occupies and uses a Cooperative Service at a location within the Trustee District from which the Trustee is nominated or elected for at least 10 months out of every year. If authorized by a Member Entity to serve as a Trustee on behalf of the Member Entity, the authorized Trustee Member must also receive a Cooperative Service at that individual Member's primary residential abode within the Trustee District from which the Trustee is to, or does represent for at least 10 months out of every year;
- (3) Has the capacity to enter into legally binding contracts;
- (4) Meets and retains all of the qualifications for membership in the Cooperative;
- (5) Is not an employee of the Cooperative or in any way financially interested in a competing enterprise or a business engaged in selling energy, energy services or

energy supplies or maintaining energy-producing or selling facilities. However, the Board may grant exceptions for “de minimis” competing enterprises;

- (6) It is not closely related to an incumbent Trustee or an employee of the Cooperative. The term “closely related” means the relationship of spouse, father, mother, brother, sister, son and daughter existing by reason of blood, marriage or adoption;
- (7) Has not had a conviction or judicial determination involving a felony crime or a crime of moral turpitude;
- (8) Is not employed by another Trustee, or employed by an Entity over which another Trustee exercises substantial control.

Nothing contained in this Article V shall affect the validity of any action taken at any meeting of the Trustees.

SECTION 5.3. Trustee Disqualification. After being elected or appointed, a Trustee may be disqualified from acting in the office of a Trustee, by a two-thirds (2/3rds) vote of the other then sitting Board members, for good cause shown, or if:

- (1) The Trustee fails, except as otherwise excused by the Board for good cause, to attend either three (3) consecutive regular meetings of the Board of Trustees or 2/3rds of all Board meetings during any fiscal year;
- (2) The Trustee fails to comply with the Cooperative’s Governing Documents;
- (3) The Trustee fails to meet or retain the qualifications needed to be nominated and elected a Trustee as set forth in Section 5.2 of these Bylaws.

Provided, however, the Board of Trustees shall first notify the Trustee in writing or electronically of the basis for, and provide the Trustee an opportunity to respond within 30 days of the date the notice is sent, regarding the Boards disqualification. If the Board receives a timely response, it may be a two-thirds vote, revoke the disqualification, if the Trustee has cured the reason for the disqualification within the 30 day response time. A Trustee while disqualified may not act or vote as a Trustee.

SECTION 5.4. Member Removal of Trustee. A Trustee may be removed for Cause at any time by the Members of the Trustee’s District as follows:

- (1) Filing of Charges. Any Member may bring charges for removal against a Trustee, by filing such charges in writing with the Secretary of the Board. The charges must be specific as to the Cause for removal as defined in this Section.
- (2) Cause. Cause includes: (a) a conviction or judicial determination involving a felony crime or a crime of moral turpitude; (b) becoming ineligible to serve as a Trustee as set forth in Section 5.2 of these Bylaws; (c) violation of a Trustee’s fiduciary duty or code of conduct/ethics policies; or (d) unacceptable personal conduct which is determined to bring disrepute or disparagement to the Cooperative such that it calls for removal of the Trustee.

- (3) Removal Petition. The filed charges shall be accompanied by a petition (Removal Petition) from Cooperative Members of the Trustee's District and shall demand a District vote of the Members residing in the charged Trustee's district. The petition must contain, each signing Member's printed name, address, and signature. The Removal Petition must and be signed by at least fifteen (15 percent) of the membership of the affected district and the signatures must be dated within 60 days of the filing of the Removal Petition.
- (4) Determination by Board and Opportunity for Response. Upon determination of the Board that the Removal Petition meets the requirements of this Section, the Board shall schedule an opportunity for the charged Trustee to respond and be heard in person or by counsel, before the Members of the affected District. The opportunity to be heard shall be held in the affected Trustee's District. The person(s) bringing charges will also be provided an opportunity to be heard. The opportunity to be heard and respond shall be set no sooner than 30 days after the Board's determination and not later than 45 days after such determination. The charged Trustee shall be provided a copy of the alleged charges.
- (5) Removal Vote. The removal vote shall be scheduled following the opportunity to respond. Members of the affected district may vote by a mail ballot vote without a membership meeting on or before a date established by the Board. A majority of the voting Members shall be required to affect the charged Trustees' removal. A Trustee is removed immediately upon announcement of the vote in which a majority of voting Members approve such removal. The Board shall establish appropriate voting and removal procedures, if not otherwise established by these Bylaws.
- (6) Charged Directors Conduct and Cause. While the Board determines whether a Removal Petition meets the requirements of this Section, the charged Trustee shall withdraw from the Board deliberation and any action on the matter, as well as any matters relating to the removal process.
- (7) Multiple Charges. If charges involve more than one Trustee, a separate charge and Removal Petition is required for each Trustee.

SECTION 5.5. Districts. The territory of the Cooperative shall be divided into three Member Trustee Districts, as hereafter described, for the purpose of electing and constituting the Cooperative's Board of Trustees. The boundaries of Trustee Districts shall be depicted on an official territory and Trustee District map adopted and approved by the Board of Trustees of the Cooperative. The official territory and Trustee District map shall be maintained, for Membership review and inspection, at the Registered Office of the Cooperative. For an equitable representation of the Members, the number of Members represented by a Trustee within each Trustee District must be within twenty (20%) percent of the number of Members represented by a Trustee within every other District. The Board may amend the boundaries of the Districts, from time to time, as required, or as deemed necessary or appropriate.

Current Board of Trustee Districts and Trustee positions are:

DISTRICT ONE:

Position One -- At Large from the Counties of Ellsworth, Russell, Lincoln, Barton, Saline and Ottawa Counties;

Position Two -- At Large from the Counties of Ellsworth, Russell, Lincoln, Barton, Saline and Ottawa Counties;

Position Three – At Large from the Counties of Ellsworth, Russell, Lincoln, Barton, Saline and Ottawa Counties.

DISTRICT TWO:

Position One – At Large from Mitchell, Osborne, Smith, Jewell, Rooks and Phillips Counties;

Position Two – At Large from Mitchell, Osborne, Smith, Jewell, Rooks and Phillips Counties;

Position Three – At Large from Mitchell, Osborne, Smith, Jewell, Rooks and Phillips Counties;

Position Four – At Large from Mitchell, Osborne, Smith, Jewell, Rooks and Phillips Counties.

DISTRICT THREE:

Position One – At Large for the Counties of Republic, Clay, Washington, and Cloud;

Position Two – At Large for the Counties of Republic, Clay, Washington, and Cloud;

Position Three – At Large for the Counties of Republic, Clay, Washington, and Cloud.

SECTION 5.6. **Election of Trustees and Term of Office.** Trustees shall be elected from each District, only by the Members from such District, for a term of three calendar years as terms of office expire. The permanent election cycle, the number of Trustees, and the term of office, for each District, are as described below.

DISTRICT ONE shall have three Trustees to be elected as follows.

Position One – the District One, Position One, Trustee position will be up for election at the 2023 Annual Meeting.

Position Two – the District One, Position Two, Trustee position will be up for election at the 2022 Annual Meeting.

Position Three – the District One, Position Three, Trustee position will be up for election at the 2021 Annual Meeting.

DISTRICT TWO shall have four Trustees.

Position One – the District Two, Position One, Trustee position will be up for election at the 2023 Annual Meeting.

Position Two – the District Two, Position Two, Trustee position will be up for election at the 2022 Annual Meeting.

Position Three – the District Two, Position Three, Trustee position will be up for election at the 2021 Annual Meeting.

Position Four – the District Two, Position Four, Trustee position will be up for election at the 2023 Annual Meeting.

DISTRICT THREE shall have three Trustees.

Position One – the District Three, Position One, Trustee position will be up for election at the 2023 Annual Meeting.

Position Two – the District Three, Position Two, Trustee position will be up for election at the 2022 Annual Meeting.

Position Three – the District Three, Position Three, Trustee position will be up for election at the 2021 Annual Meeting.

A Trustee's term commences with the adjournment of the Annual Meeting at which the Trustee was elected, or if appointed, then at the time of appointment. A Trustee's term, if the Trustee is not re-elected expires upon the adjournment of the applicable Annual Meeting at which the Trustee's position is elected. If no Trustee is elected at the Annual Meeting, then the Trustee's term ends upon the election and qualification of a successor Trustee. A Trustee may serve no more than four (4) successive three-year terms, provided that he or she is duly nominated, or otherwise placed on the ballot as permitted by these Bylaws of the Cooperative and re-elected by the Members at the conclusion of each successive term. Completion of an unexpired term, by an appointed Trustee, does not constitute a 3-year term for purposes of determining whether a Trustee has served more than four (4) successive three-year terms.

SECTION 5.7. Nominations of Trustees. Each year, on or before the first day of September, the Cooperative shall provide notice to the Members of the next Trustee election. The notice may be given by one or more of the following means: (1) by publication in a Cooperative publication of general circulation to the Members, (2) by separate mailing, (3) by posting on the Cooperative's website, or (4) by other means reasonably designed to provide notice to the Members. The notice shall recite the qualifications necessary to serve as a Trustee and additionally state the following:

All nominations for the election of Trustees must be by petition. To be placed on the ballot for election as a Trustee, a Nominating Petition containing the signatures of at least twenty (20) non-suspended Members of the Cooperative, who live in the nominee's District, must be filed at the Registered Office of the Cooperative on or before the close of business on November 30. If the Registered Office is not open for business on November 30, then the Nominating

Petition must be filed on or before the close of business on the last business day of November that the Registered Office is open. The Nominating Petition must state on each page thereof the name of the Member being nominated and the District and position for which the nominee is being nominated. Additionally, the Nominating Petition must contain the printed name of the signing Member, that Member's signature, and address, and be dated within 60 days prior to the November 30 deadline.

If timely filed the Secretary will forthwith determine the validity of the Nominating Petition, and if certified to be valid, and provided the nominee meets the qualifications to be nominated and elected as a Trustee, the Secretary will cause the name of the nominee to be placed on the ballot for the next Trustee election. Only the names of the properly nominated and qualified nominees for each District will be placed on the ballot. The candidates' names will be placed on the respective ballots in alphabetical order.

If the Secretary determines that the timely filed Nominating Petition(s), having at least 20 signatures for a nominee, is defective, solely because there are not 20 Member signatures, then the nominee and/or the person delivering the Nominating Petition, if not the nominee, will be forthwith notified of the deficiency. The nominee or the person delivering the Nominating Petition, if not the nominee, will then have 15 business days, from the date of notification, to obtain the additional Nominating Petitions needed to meet the required number of Member signatures (20). If additional signatures are obtained on one or more Nominating Petitions, timely delivered to the Cooperative's Registered Office, the Secretary will again determine the validity of the Nominating Petitions submitted on behalf and a nominee. If the collective Nominating Petitions, are then certified to be valid, and if the nominee meets the qualifications, to be nominated and elected as a Trustee, the Secretary will cause the name of the nominee to be placed on the ballot for the next Trustee election.

If a question is raised as to the validity of a Nominating Petition or Petitions or the qualifications of a candidate to be nominated and elected as a Trustee, the determination will be made by a majority vote of the Board, after a review of the facts and circumstances giving rise to the question. Purely technical reasons will not be used as a basis for disqualifying a nominee. The decision of the Board, if based on competent information shall be final.

Failure of strict compliance with the provisions of this Section shall not affect the validity of any election of a Trustee.

No nominations may be made at or from the floor of a Member Meeting.

SECTION 5.8. Election of Trustees. The election of Trustees shall be by Mail Ballot with a Member Meeting. Only the names of those candidates nominated in accordance with these Bylaws will appear on the ballot. There may be write-in votes for a qualified Member not named on the Mail Ballot. The Secretary shall cause the Mail Ballot with a Member Meeting to be delivered in accordance with Bylaw Section 4.4 to those Members qualified to vote as of the Record Date. The Board may provide general information with regard to the Trustee election process as well as general candidate information to the Members with their notice of Member Meeting with Mail Ballot. Failure of strict compliance with the provisions of this section shall not affect the validity of any election of Trustees.

SECTION 5.9. Resignations and Vacancies. A Trustee may resign at any time by written resignation delivered to the President or Secretary of the Cooperative. A resignation is effective when the resignation is delivered unless it specifies a future date. A vacancy in a Trustee position may be filled by a qualified Member, for the unexpired portion of the resigning Trustees term, until a successor Trustee is elected. A vacancy shall be filled by the affirmative vote of a majority of the remaining Trustees.

SECTION 5.10. Compensation. Trustees shall not receive any salary for their services as such; however, the Board may by a duly adopted motion provide that a fixed fee and expenses of attendance be allowed by the Cooperative for services as a Trustee, such as attendance at meetings, conferences, and training programs or performing committee assignments. The Board may also authorize reimbursement of Trustees or committee members for expenses actually and necessarily incurred in carrying out such Cooperative business or grant a reasonable per diem allowance in lieu of detailed accounting for such expenses. No Trustee shall receive compensation for serving the Cooperative in any other capacity, except in an emergency, unless approved by the Members.

SECTION 5.11. Standard of Conduct. A Trustee shall discharge the Trustee's duties, including duties as a committee member, in good faith, in compliance with the Cooperatives Governing Documents; and with the care, an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner, the Trustee reasonably believes to be in the Cooperative's best interest.

A Trustee will disclose or cause to be disclosed to other Trustees or Board committee members information not known by them, but known by the Trustee to be material to discharging their decision-making or oversight functions, except that disclosure is not required to the extent that the Trustee reasonably believes that disclosure would violate a duty imposed under Law, a legally enforceable obligation of confidentiality, or a professional ethics rule.

Trustees may rely on the business judgment rule. Trustees are not held to a fiduciary standard and are not a trustee regarding the Cooperative, Capital Credits, or property held or administered by the Cooperative. Unless a Trustee has knowledge, making reliance unwarranted, then in discharging the Trustee's duties, the Trustee may rely on the performance of any of, and upon information, opinions, reports, statements, including financial statements, or other financial data, prepared or presented by any of the following:

- (1) One or more Cooperative officers or employees whom the Trustee reasonably believes to be reliable and competent in the functions performed or the information, opinions, reports or statements provided;
- (2) Public accountants, legal counsel, or other individuals retained by the Cooperative regarding matters involving skills or expertise the Trustee reasonably believes are matters within the individual's professional competence and as to which the individual merits confidence; and
- (3) A Board committee of which the Trustee is not a Member or the Trustee reasonably believes the committee merits confidence.

ARTICLE VI • MEETINGS OF THE BOARD

SECTION 6.1. Regular Meetings. Regular meetings of the Board shall be held periodically, but not less than once in every two consecutive months, at the Registered Office, on the date and time determined by the Board. Regular Trustees' meetings may then be held without further notice of the scheduled meeting. For good cause, the President may change the date and time of a regular Board Meeting. All Directors are entitled to receive notice of a President's change in a regular Board Meeting date and time, at least five (5) days before the changed meeting date. By a majority vote of those present, the Board may hold a regular meeting at a place other than the Registered Office. Failure to hold the regular meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

SECTION 6.2. Special Meetings. Special meetings of the Board may be called by the President or by any three Trustees, and it shall be the duty of the Secretary to cause notice of such meeting to be given as provided in Bylaw Section 6.4. The Trustees may, by a majority vote, designate the special Trustees' meeting be held at any location.

SECTION 6.3. Conduct of Board Meetings. Except as otherwise provided in these Bylaws, a regular or special Board Meeting may be conducted with absent Trustees participating and deemed present in person, through any means of communication by which all Trustees participating in the Board Meeting may simultaneously hear and communicate with each other during the meeting.

If a Trustee quorum is present at a Board Meeting, then:

- (1) in descending priority, the following officers may preside at the Meeting: the President, Vice President, Secretary, and Treasurer; and
- (2) if no officer is present or desires to preside at the meeting, then the Trustees attending the meeting must elect a Trustee to preside over the meeting.
- (3) if the Secretary is absent from a meeting, then the trustees attending the meeting must appoint an acting Secretary for the meeting.

SECTION 6.4. Notice of Meeting. The Secretary shall cause written notice of the date, time, place and purpose of any Special Meeting of the Board to be delivered to each Trustee, not less than 5 days prior to the meeting, either personally, by mail or electronically. Upon a default in the duty of the Secretary, the President or the Trustees calling the meeting shall cause notice to be given. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Trustee at the Trustee's address as it appears on the records of the Cooperative, with postage prepaid. The electronic notification shall be deemed given when sent.

SECTION 6.5. Quorum and Voting. A quorum of Trustees is a majority of the Trustees in office immediately before a Board Meeting begins. If a quorum is present when a matter is voted or acted upon, and unless the vote of a greater number of Trustees is required, then

the affirmative vote of a majority of the Trustees present is the act of the Board. If less than a quorum of the Trustees are present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time and the Secretary shall notify any absent Trustee, in accordance with Bylaw Section 6.4 of the date, time and place at which the adjourned meeting will reconvene, at least 5 days prior thereto.

Except as otherwise stated in these Bylaws, a Trustee who has a conflict of interest, that is not waived in accordance with Board policy, will not be counted in determining whether a quorum is present to vote or act upon the matter in which the Trustee has a conflict. No proxy or absentee voting shall be allowed. An agreement signed by Trustees providing the manner in which a Trustee must vote is not valid.

SECTION 6.6. Waiver of Board Meeting Notice. At any time before, during, or after a Board Meeting, a Trustee may waive notice of the meeting by delivering to the Cooperative a written or electronic waiver of notice, either physically or electronically signed by the Trustee whose name appears thereon, which waiver is later filed with the Board Meeting minutes. A Trustee's attendance at, or participation in, a Board Meeting wave's notice of the meeting for any matter considered, unless the Trustee:

- (1) at the beginning of the meeting, objects to holding or transacting business at the meeting; and
- (2) does not vote for or assent to action taken at the meeting.

SECTION 6.7. Board Action by Unanimous Written Consent. To the extent not prohibited by Law, Board action may be taken without a meeting, if the action is:

- (1) taken by all Trustees; and
- (2) evidenced by one or more written consents which,
 - (a) describe the action taken, and is signed by all Trustees, and delivered to the Cooperative and included in the Cooperative's Board minutes.

Unless otherwise stated in the consent, the action taken is effective when the last Trustee signs. Action by written consent has the effect of and may be described as a Board Meeting.

ARTICLE VII • OFFICERS

SECTION 7.1. Number. The officers of the Cooperative shall be President, Vice President, Secretary, Treasurer, and such other officers as may be determined by the Board. The offices of President, Vice President, and Secretary must be represented by different Districts. The Treasurer may be from any District. The officers must be Trustees of the Cooperative.

SECTION 7.2. Election and Term of Office. The officers shall be elected by ballot annually by and from the Board, without a prior nomination, at the first meeting of the Board following the election of Trustees. Each officer shall hold office until the first meeting of the

Board following the next succeeding annual election of Trustees or until his or her successor has been elected and qualified.

SECTION 7.3. Removal of Officers and Agents. Any officer or agent elected or appointed by the Board may be removed by a two thirds (2/3rds) vote of the other than setting Board members, with or without cause, whenever in its judgment the best interests of the Cooperative will be served.

SECTION 7.4. President. The President shall:

- (1) Be the chief executive officer of the Cooperative and, unless otherwise determined by the Trustees, shall preside at all meetings of the Members and the Board;
- (2) Sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board, except in cases in which the signing and execution shall be expressly delegated by the Board, these Bylaws or by Law to some other officer or agent; and
- (3) In general, perform all duties incident to the office of President and other such duties prescribed by the Board.

SECTION 7.5. Vice-President. The Vice-President shall perform the duties of the President in his/her absence, or in the event of his/her inability or refusal to act. When so acting, the Vice-President shall have all of the powers of and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as may be assigned by the Board.

SECTION 7.6. Secretary. Except as otherwise provided by the Board or these Bylaws, the Secretary:

- (1) shall be responsible for preparing, or supervising the preparation of minutes of the Board and Member Meetings;
- (2) shall be responsible for maintaining and authenticating the Cooperatives records;
- (3) may affix the Cooperative's seal to a document authorized or approved by the Board or Members; and
- (4) shall perform all other duties, have all of the responsibilities of and may exercise all authority prescribed by these Bylaws or the Board.

SECTION 7.7. Treasurer. Except as otherwise provided by the Board or these Bylaws, the Treasurer shall perform all duties which may be incident to the office of Treasurer, may exercise all authority prescribed by these Bylaws or the Board, including the exercise of such duties by the delegation thereof.

SECTION 7.8. Other Officers. The Board may create other offices and elect or appoint other officers. Except as otherwise provided by the Board, the Cooperative's General Manager may create other offices and appoint, retain or employ other officers to assist in

carrying out the Cooperatives functions. Other Officers may be Trustees or Cooperative employees.

SECTION 7.9. Bonds. The Treasurer and any other officer, agent or employee of the Cooperative charged with responsibility for the custody of any of its funds shall be bonded in such sum and with such surety as the Board shall determine. The costs of all such bonds shall be borne by the Cooperative.

SECTION 7.10. Compensation. The powers, duties, and compensation of officers, agents, and employees shall be fixed by the Board, subject to the provisions of these Bylaws.

SECTION 7.11. Reports. The appropriate officers of the Cooperative shall submit at each Annual Meeting those reports required by these Bylaws and such reports covering the business of the Cooperative as directed by the Board.

SECTION 7.12. Delegation of Secretary's and Treasurer's Responsibilities. The Board of Trustees may delegate, wholly or in part, the responsibility and authority of one or more of each such officer's duties to one or more agents, other officers, or employees of the Cooperative who are not Trustees. To the extent the Board does so delegate the responsibilities, that officer shall be released from such duties, responsibilities, and authorities.

ARTICLE VIII • INDEMNIFICATION OF AN INSURANCE FOR OFFICERS, EMPLOYEES, TRUSTEES, AND AGENTS

SECTION 8.1. Scope of Indemnification. The Cooperative shall have power, to the full extent allowed by law, to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Cooperative, by reason of the fact that the person is or was a Trustee, officer, employee or agent of the Cooperative, or is or was serving at the request of the Cooperative as a Trustee, officer, employee or agent of another cooperative, partnership, joint venture, trust or other enterprise, against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Cooperative, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Cooperative, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

SECTION 8.2. Indemnification for Good Faith Action. The Cooperative shall indemnify, to the full extent allowed by law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Cooperative to procure a judgment in its favor by reason of the fact that the person is or was

a Trustee, officer, employee or agent of the Cooperative, or is or was serving at the request of the Cooperative as a Trustee, officer, employee or agent of another cooperative, partnership, joint venture, trust or other enterprise against expenses, including attorney fees, actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Cooperative and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Cooperative unless and only to the extent that the district court or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the district court or such other court shall deem proper.

SECTION 8.3. Cost of Defense Indemnified. To the extent that a present or former Trustee or officer of a Cooperative has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 8.1 and 8.2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, (including attorney fees), actually and reasonably incurred by such person in connection therewith.

SECTION 8.4. Amount of Indemnification. Any indemnification under Sections 8.1 and 8.2., unless ordered by a court, shall be made by the Cooperative only as authorized in the specific case upon a determination that indemnification of the present or former Trustee, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 8.1. and 8.2. Such determination shall be made, with respect to a person who is a Trustee or officer of the Cooperative at the time of such determination:

- (1) By a majority vote of the Trustees who are not parties to such action, suit or proceeding, even though less than a quorum; or
- (2) By a committee of such Trustees designated by a majority vote of such Trustees, even though less than a quorum; or
- (3) If there are no such Trustees, or if such Trustees so directs, by independent legal counsel in a written opinion; or
- (4) By the Members.

SECTION 8.5. Expenses Advanced. Expenses, including attorney fees, incurred by an officer or Trustee of the Cooperative in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Cooperative in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Trustee or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Cooperative as authorized in this Article. Such expenses, including attorney fees, incurred by former Trustees and officers or other employees and agents of the Cooperative or by persons serving at the request of the Cooperative as Trustees, officers, employees or agents of another cooperative, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Cooperative deems appropriate.

SECTION 8.6. Rights of Persons Indemnified Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of Members or disinterested Trustees or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the articles of the Cooperative or a bylaw shall not be eliminated or impaired by an amendment to the articles of the Cooperative or these Bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

SECTION 8.7. Insurance Coverage. The Cooperative shall have power to purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Cooperative, or is or was serving at the request of the Cooperative as a Trustee, officer, employee or agent of another cooperative, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Cooperative would have the power to indemnify such person against such liability under this Article.

SECTION 8.8. Cooperative Definition for this Article. For purposes of this Article, references to Cooperative shall include, in addition to the Cooperative, any successor or resulting cooperative, any constituent cooperative, including any resulting cooperative or constituent of a constituent or other cooperative, absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Trustees, officers and employees or agents, so that any person who is or was a Trustee, officer, employee or agent of such resulting or constituent cooperative, or is or was serving at the request of such resulting or constituent cooperative as a Trustee, officer, employee or agent of another cooperative, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article with respect to the resulting or surviving cooperative as such person would have with respect to such constituent cooperative if its separate existence had continued.

SECTION 8.9. Other Enterprises. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Cooperative" shall include any service as a Trustee, officer, employee or agent of the Cooperative which imposes duties on, or involves services by, such Trustee, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Cooperative" as referred to in this Article.

SECTION 8.10. **Continuing Indemnification.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE IX • NON-PROFIT OPERATION

SECTION 9.1. **Nonprofit and Cooperative Operation.** The Cooperative shall be operated on a cooperative non-profit basis for the mutual benefit of its Members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its Members.

SECTION 9.2. **Allocating Capital Credits.** The Cooperative shall allocate Capital Credits as provided by this Bylaw. The Cooperative must allocate Capital Credits in a Patron's name as shown in the Cooperative's records, regardless of the Patron's marital status. All amounts credited to the capital account of any Patron shall have the same status as though they had been paid to the Patron in cash in pursuance of a pre-existing legal obligation to do so and the Patron had then furnished the Cooperative corresponding amounts for capital. The term "Capital Credits" means the amounts allocated to a Patron and contributed by the Patron to the Cooperative as capital. Consistent with this Bylaw, the allocation of Capital Credits are at the discretion of the Board and the Board must determine the manner, method, and timing of allocating Capital Credits. The Cooperative may use or invest unretired Capital Credits as determined by the Board. The allocation of Capital Credits does not create an obligation to retire, pay or distribute any Capital Credits to a Member or Patron.

SECTION 9.3. **Patron.** The term Patron means during a fiscal year: (1) a Member; and (2) any other Person using a Cooperative Service to whom the Cooperative is obligated to allocate Capital Credits, which obligation existed before the Cooperative received payment for the Cooperative Service.

SECTION 9.4. **Patronage Capital in Connection with Furnishing Electric Service.** The Cooperative's operation shall be conducted so that all Members and Patrons will furnish capital for the Cooperative through their Patronage. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative shall account on a Patronage basis to all its Members and Patrons for all amounts received and receivable from the furnishing of a Cooperative Service in excess of the sum of operating costs and expenses properly chargeable against the furnishing of electrical service, and amounts required to offset any losses incurred during the current or any prior fiscal year. All amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the Patrons to the Cooperative as capital.

The Cooperative is obligated to allocate credits to a capital account for each Patron, entitled thereto, all such amounts in excess of operating costs and expenses: provided, that such allocations shall not be made to any Person until the Person has become a Member of the Cooperative. If such Person does not become a Member of the Cooperative within one year after the allocation, the Person shall cease to be entitled to any such share.

The books and records of the Cooperative shall clearly reflect the amount of capital, if any, credited to each Patron's account. The Cooperative shall notify each Patron of the amount of capital credited to their account at the end of each fiscal year. All other amounts received and receivable by the Cooperative from its operations in excess of costs and expenses shall be (a) used to offset any losses incurred during the current or any prior fiscal year and, (b) to the extent not needed for that purpose, allocated to the Cooperative's Patrons on a Patronage basis, and included as a part of the capital credited to the Patrons accounts.

In the event of dissolution or liquidation of the Cooperative, after all, outstanding indebtedness of the Cooperative has been paid, outstanding capital credits shall be returned without priority on a pro-rata basis before any payments are made on account of property rights of Members. Gains realized from the sale of appreciated assets at the time of liquidation shall be distributed to Patrons during the preceding seven-year period in proportion to the Patronage for that period before any payments are made on account of property rights of Members.

SECTION 9.5. Patronage Capital in Connection with Furnishing Other Services. In the event that the Cooperative should engage in the business of furnishing goods or services other than energy and related services, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods or services shall, in so far as permitted by law, be treated as non-operating income. Non-operating income and capital allocated and credited to the Cooperative by any organization furnishing services, supplies, or products to the Cooperative may be allocated and credited to the Members separately from capital allocated from the operation of the cooperative.

SECTION 9.6. Joint Memberships. Upon receiving written notice and sufficient proof of the termination, conversion, or alteration of a Joint Membership: (1) through the death of a Joint Member, the Cooperative shall assign and transfer to each surviving Joint Member an equal portion of the Capital Credits allocated, or to be allocated, to the Joint Membership; or (2) other than through the death of a Joint Member, and except as otherwise provided by a court or administrative body of competent jurisdiction, and except as otherwise provided by the Joint Members, the Cooperative shall assign and transfer to each Joint Member an equal portion of the Capital Credits allocated, or to be allocated, to the Joint Membership.

SECTION 9.7. Retiring Capital Credits. The Cooperative may retire and pay Capital Credits allocated to Patrons and former Patrons as provided by this Bylaw. If the Cooperative retires and pays Capital Credits, then the Cooperative must retire and pay Capital Credits in a Patron's name as shown in the Cooperative's records, regardless of the Patron's marital status. If the Cooperative mails a retired Capital Credit payment, then the Cooperative shall mail the payment to the Patron or former Patron address as shown in the Cooperative's records.

- (1) General Capital Credit Retirements. At any time before the Cooperatives dissolution, liquidation or other cessation of existence, the Cooperative may generally retire and pay some or all Capital Credits allocated to Patrons or former Patrons, as determined in the sole discretion of the Board.
- (2) Special Capital Credit Retirements. The Cooperative may specifically retire and pay some or all Capital Credits allocated to an individual Patron or former Patron, who is a natural person: (1) after the death of the individual; (2) after receiving a written request from the

deceased individual's legal representative or representatives; and (3) according to the terms and conditions agreed upon by the Cooperative and the deceased individual's legal representative. The Cooperative may specifically retire and pay some or all Capital Credits allocated to an entity Patron or former Entity Patron: (1) during or after the Entity's dissolution, liquidation or other cessation of existence; (2) after receiving a written request from the Entity or the Entity's legal representatives; and (3) according to the terms and conditions agreed upon by the Cooperative and the Entity or the Entity's legal representative. The Cooperative may not specifically retire and pay Capital Credits allocated to an Entity Patron or former Entity Patron during or after the Entity's reorganization, transfer, merger or consolidation. The Board may promulgate rules, policies or regulations in any manner they feel is necessary or appropriate, in regard to specifically retiring special Capital Credits, except as may be restricted or prohibited by Law.

- (3) Capital Credit Recoupment and Offset. Regardless of a statute of limitation or other time limitation, after retiring Capital Credits allocated to a Patron or former Patron, the Cooperative may recoup, offset, or set off any amount owed to the Cooperative by the Patron or former Patron, including any compounded interest and late payment fee, by reducing the amount of retired Capital Credits paid to the Patron or former Patron by the amount owed to the Cooperative.
- (4) Capital Credit Retirement Discretion. The Cooperative may retire and pay Capital Credits only if the Board determines that the retirement and payment will not adversely impact the Cooperative's financial condition. Consistent with this Bylaw the retirement and payment of Capital Credits are at the sole discretion of the Board and are not affected by previous retirements and payments. The manner, method, and timing of retiring and paying Capital Credits may be determined only by the Board.
- (5) Discounted Capital Credit Payments. As determined by the Board, before the time the Cooperative anticipates normally retiring and paying Capital Credits, the Cooperative may retire some or all Capital Credits and pay the net present value, of the retired Capital Credits, as determined by the policy of the Board.
- (6) Unclaimed Capital Credits. As allowed by Law, the Cooperative may retain Capital Credits retired and distributed to a Patron or former Patron but which are unclaimed or not cashed by the Patron or former Patron within five(5) years of retirement and distribution, and mailing shall be deemed a contribution to the capital of the Cooperative.

SECTION 9.8. Patron Agreement. Each Patron and former Patron agrees that:

- (1) Capital Credits are not securities under state or federal Law;
- (2) The Patron's right to Capital Credits accrues, becomes redeemable, and becomes payable only upon the Cooperative retiring the Capital Credits as provided in these Bylaws, and not upon the Cooperative allocating the Capital Credits; and
- (3) As required by Law, each Patron will: (A) report to the appropriate Entity all allocated or retired Capital Credits; and (B) pay the appropriate Entity any tax or similar amount on allocated or retired Capital Credits.

- (4) At the discretion of the Board, the Cooperative shall be entitled to offset or apply credits in the capital account of any Patron to debts due from the Patron to the Cooperative.

SECTION 9.9. Non-Member Patrons and Non-Member Non-Patrons. As a condition of using a Cooperative Service, and except as otherwise provided by the Board:

- (1) To the same extent as a Member, a Patron who is not a Member ("Non-Member Patron") and a Person using a Cooperative Service who is not a Member or Patron ("Non-Member Non-Patron") must abide by and be bound to the duties, obligations, liabilities, and responsibilities imposed by the Governing Documents upon Members;
- (2) A Non-Member Patron or a Non-Member former Patron has none of the rights granted by the Governing Documents to Members, other than the rights accorded in accordance with these Bylaws if any to (i) be allocated Capital Credits; and (ii) be paid retired Capital Credits; and
- (3) A Non-Member Non-Patron has none of the rights granted by the Governing Documents to Members.

SECTION 9.10. Reasonable Reserves. Regardless of a contrary Bylaw, and to the extent permitted by Law, to meet the Cooperative's reasonable needs, the Cooperative may accumulate and retain amounts exceeding those needed to meet current losses and expenses ("Reasonable Reserves"). The Cooperative must keep records necessary to determine, at any time, each Member's rights and interest in Reasonable Reserves.

ARTICLE X • DISPOSITION AND PLEDGE OF PROPERTY; DISTRIBUTION OF SURPLUS ASSETS ON DISSOLUTION

SECTION 10.1. Mortgages to Secure Indebtedness. The Board of Trustees shall have full power and authority, without authorization by the Members, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust of, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises, and permits of the Cooperative, whether acquired or to be acquired and wherever situated, as well as the revenue and income therefrom, all upon such terms and conditions as the Board of Trustees shall determine, to secure any indebtedness of the Cooperative.

SECTION 10.2. Other Dispositions of Property. (1) The Cooperative, except as provided in Section 10.1 may not otherwise sell, mortgage, lease, otherwise dispose of or encumber, all or a substantial portion of its property unless such sale, lease, other disposition or encumbrance, is authorized by the affirmative vote of not less than a majority of all the Members of the Cooperative.

- (1) Not in conflict with, or in lieu of, but rather as supplementary to the foregoing subsection (a), the following procedures shall be followed in authorizing a sale, lease, leaseback, exchange or other disposition of all or a substantial portion of the Cooperative's properties and assets only if:
 - (a) The Person seeking to purchase, lease or acquire all or a substantial portion of the Cooperative's assets (a "Transfer"), provides to the Cooperative any information

requested by the Cooperative;

- (b) Before allowing any plan or proposal for a Transfer to be submitted to the Members, the Board shall appoint, within a reasonable time, at the expense of the Person seeking the Transfer of the Cooperative's assets, at least one, but not more than three independent appraisers, expert in such matters, to render their individual opinions, within a reasonable time, as to the fair market value of the Cooperative's assets and properties, including its goodwill and going business value, and as to any other terms and conditions which, in their respective judgments, should be considered;
- (2) The Board, after receiving such appraisals (and other terms and conditions which are recommended, if any), shall then, within a reasonable time, give every other electric cooperative in Kansas (which has not submitted such a plan or proposal) an opportunity to submit competing plans or proposals. Such opportunity shall be in the form of a written notice to such electric cooperatives, which notice shall attach a copy of the initial plan or proposal is then considered and a copy of the reports of the appraisers. Such electric cooperatives shall be given not less than forty-five days within which to submit competing plans or proposals, and the actual minimum period within which plans or proposals are to be submitted shall be stated in the written notice given to them;
- (3) If the Board then determines that favorable consideration should be given to the initial or any subsequent proposal for Transfer, which has been submitted to it, it shall adopt a resolution to that effect and so notify Members, expressing in detail each of any proposals, and shall call a special Member Meeting, for consideration thereof, which meeting shall be held not sooner than twenty days nor later than fifty days after the giving of such notice to the Members: PROVIDED, that consideration thereof by the Members may be had at the next Annual Meeting, if the Board so determines, and if such Annual Meeting is held not sooner than twenty days nor later than fifty days after the giving of such notice. The Board may, in the required notice to the Members, state the potential positive and negative impacts to the Cooperative and its Members of any proposal or proposals.
- (4) In proportion to the value or quantity of Cooperative services used by Members during the period in which the Cooperative owned a cooperative asset, the Cooperative allocates to the Members as Capital Credits any consideration received for the Cooperative's assets that exceed the amount paid for the Cooperative assets.
- (5) Ten percent or more of the Members, by so petitioning the Board not less than twenty days before the date of the special or annual Member Meeting at which such a plan or proposal for Transfer will be considered, may cause the Cooperative, with the cost to be borne by the Cooperative, to mail to all other Members at least ten days prior to such Member Meeting, any opposing positions or alternate plans or proposals which the petitioners may have. Except as otherwise provided by the Members, if the Members approve a Transfer, the Board may abandon the Transfer. As used in this Bylaw, a Transfer includes the conversion of the Cooperative to another form of business.

SECTION 10.3. **Merger or Consolidation.** The Cooperative may consolidate or merge pursuant to Kansas law with the approval of two-thirds of the Cooperative's Members voting at a Member Meeting. The provisions of Section 10.2 shall not apply to any sale, lease or other disposition to another Kansas electric cooperative if the legal or substantive effect of such sale, lease or other disposition is a merger or consolidation pursuant to the Act under which the Cooperative is incorporated.

SECTION 10.4. **Dissolution.** The Cooperative may be dissolved, only in accordance with applicable state and federal laws and the Kansas Electric Cooperative Act, by the affirmative vote of not less than 2/3rds of the Members voting on a dissolution proposal at a Member Meeting.

SECTION 10.5. **Distribution of Surplus Assets on Dissolution.** Upon the Cooperative's dissolution any assets remaining after all of the Cooperative's liabilities and obligations, including outstanding capital credits, have been satisfied or discharged or a plan therefor appropriately established, shall be distributed in accordance with the provisions of these Bylaws and applicable laws.

SECTION 10.6. **Member Meeting.** Member Meeting as referenced in this Article X means a Member Meeting with Mail Ballot.

ARTICLE XI • SEAL

SECTION 11.1. **Corporate Seal.** A corporate seal is not required for the transaction of Cooperative business; however, any corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words: "Corporate Seal, Kansas".

ARTICLE XII • FINANCIAL TRANSACTIONS

SECTION 12.01. **Contracts.** Except as otherwise provided in these Bylaws, the Board may authorize any officer, agent or employee to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

SECTION 12.2. **Checks, Drafts & Etc.** All checks, drafts, other orders or directions for the payment or transfer of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Cooperative shall be signed or countersigned by such officers, agents, or employees of the Cooperative in such manner as shall be determined by resolution or policy of the Board.

SECTION 12.3. **Deposits.** All funds of the Cooperative, exclusive of petty cash, shall be deposited to the credit of the Cooperative in such banks as the Board may select.

SECTION 12.4. **Fiscal Year.** The Fiscal Year of the Cooperative shall begin on the first day of January and end on the thirty-first day of December of each year.

ARTICLE XIII • MISCELLANEOUS

SECTION 13.01. **Membership in Other Organizations.** The Cooperative may form or become a member or purchase stock in other profit or nonprofit organizations, associations, partnerships or joint ventures, or form wholly-owned subsidiary organizations, when the Board finds that the general and long-term interests of the membership will be served by such investments or participation.

SECTION 13.2. **Rules, Regulations, Policies, Rate Schedules, and Contracts.** In addition to the powers conferred upon the Board by Law, the Board shall have the power to make, adopt, amend, abolish and promulgate such rules, regulations, policies, rate schedules, contracts, security deposits and any other types of deposits, payments or charges, including contributions in aid of construction, not inconsistent with Law or the Cooperative's Articles of Incorporation or Bylaws, as it may deem advisable for the management, administration, and regulation of the business and affairs of the Cooperative.

SECTION 13.3. **Rules of Order.** A more informal parliamentary procedure, generally based on Roberts Rules of Order, may be used at all Member, Board, and committee meetings unless objected to by a majority of the Members, Trustees or committee members present for the applicable meeting. If a majority of the Members, Trustees or committee members present for the applicable meeting object to the use of the informal parliamentary procedure then the applicable meeting shall be conducted in accordance with the most recent edition of Robert's Rules of Order, to the extent such procedure is not otherwise determined by Law or by the Cooperative's Articles of Incorporation or Bylaws.

SECTION 13.4. **Accounting System and Reports.** The Board shall cause to be established and maintained a complete accounting system in conformance with accounting principles generally accepted in the United States of America, for use by electric cooperatives. The Board shall after the close of each fiscal year, cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year.

SECTION 13.5. **Arbitration.** If a controversy or claim arises from or is related in any way or manner to the Cooperative's provision of a Cooperative Service, or in the conduct of its operations, other than disputes or claims relating to the payment for a Cooperative Service, and if the dispute is not resolved by agreement of the parties, then the controversy or claim, shall, at the request of either party, be resolved by binding arbitration. In the event the arbitration involves a sum in excess of \$100,000.00, there shall be three (3) arbitrators, one picked by each party and a third selected by the two (2) arbitrators selected by the parties. In the event the dispute involves less than \$100,000.00, there shall be one arbitrator. If the parties cannot agree on an arbitrator, the determination shall be made by the District Court of Mitchell County, Kansas. The arbitration shall take place in the City of Beloit, Mitchell County, Kansas under and pursuant to the Kansas Uniform Arbitration Act, as amended from time to time, and pursuant to any additional written rules, regulations or policies established, from time to time, by the Cooperative's Board of Trustees. The determination of any dispute in the arbitration shall be governed by the laws of the State of Kansas. The cost of the arbitrators and the filing fees shall be shared equally by the parties.

All disputes between the parties must be arbitrated individually, and not through a Class Action or similar group claim.

Each Member of the Cooperative, by virtue of their membership, agrees to arbitrate any and all claims or controversies according to these Bylaws and the rules, regulations, and policies of the Cooperative. This Bylaw constitutes an agreement to arbitrate disputes and shall survive any withdrawal from or termination of a Member's membership in the Cooperative.

As requested by the Cooperative, a Member shall indemnify the Cooperative for, and hold the Cooperative harmless from, liabilities, damages, costs, or expenses, including reasonable attorney fees and legal expenses, incurred by the Cooperative, or by a Cooperative Trustee, Officer, employee, agent, or representative ("Cooperative Official"), and caused by the negligence, gross negligence, or willful misconduct of the Member or a non-member occupying the same location as the Member, or by the unsafe or defective condition of a location occupied by the Member.

SECTION 13.6. Partial Invalidity. When reasonably possible, every Bylaw article, section, subsection, paragraph, sentence, clause or provision (collectively, "Bylaw Provision") must be interpreted in a manner by which the Bylaw Provision is valid. The invalidation of a Bylaw Provision by an authority with proper jurisdiction, which invalidation does not alter the overall fundamental rights, duties, and relationship between the Cooperative and its Members, does not invalidate the remaining Bylaw Provisions.

SECTION 13.7. Cumulative Remedies. The rights and remedies provided in these Bylaws are cumulative. The Cooperative or a Member asserting a right or remedy provided in these Bylaws does not preclude the Cooperative or Member from asserting other rights or remedies provided in these Bylaws.

Section 13.8. Successors and Assigns. Except as otherwise provided in these Bylaws: (1) the duties, obligations, and liabilities imposed upon, and the rights granted to, the Cooperative by these Bylaws are binding upon, and inure to the benefit of, the Cooperatives successors and assigns; and (2) the duties, obligations, and liabilities imposed upon a Member by these Bylaws are binding upon the Member's successors and assigns. The binding nature of the duties, obligations, and liabilities imposed by these Bylaws upon the successors and assigns of the Cooperative or a Member does not relieve the Cooperative or Member of the duties, obligations, and liabilities imposed by these Bylaws.

Section 13.9. Waiver. The failure of the Cooperative or a Member to assert a right or remedy provided in these Bylaws does not waive the right or remedy.

Section 13.10. Lack of Notice. The failure of a Member or Trustee to receive notice of a meeting, action or vote does not affect or invalidate, an action or vote taken by the Members or Board, at a Member or Board Meeting.

ARTICLE XIV • AMENDMENTS OF BYLAWS

SECTION 14.1. Amendments. These Bylaws shall be altered, amended or repealed by a majority vote of the Members voting at any Annual or Special Member Meeting held by means of a Mail Ballot with Member Meeting. The notice of such meeting or the ballot shall have a copy of the proposed Bylaw change or changes, or if fully restated the complete restated version thereof or an accurate summary explanation thereof. Except as otherwise provided in a Bylaw amendment, the amendment is effective immediately after the vote approving the amendment.

SECTION 14.2. Amendments to Comply with Law. To the extent not contrary to Law, if there is a change in governing Law that affects the Cooperative and/or its operations, by the passage of a law or binding regulation by state or federal bodies, the Board of Trustees has authority to amend the Bylaws to bring the Cooperative into compliance with such laws or regulations; provided, however, the amendment is timely noticed for approval of the Members at the next Annual Meeting or at a Special Member Meeting.

CERTIFICATE

**Certifying the Adoption by Rolling Electric Cooperative, Inc.,
of these
Amended and Fully Restated Bylaws**

I Justin Trost, Secretary of Rolling Hills Electric Cooperative, Inc., hereby certify that these Bylaws were adopted by a majority vote of the members, voting thereon by ballot, after due notice in accordance with the provisions and requirements of Article XIII of the then existing Bylaws.

Effective May 12, 2020.


Justin Trost, Secretary
Rolling Hills Electric Cooperative, Inc.

(seal)

