2025

Bylaws of

Rural Electric Convenience Cooperative Co.

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Your Touchstone Energy® Cooperative

2025

Foreword

The previous bylaws of Rural Electric Convenience Cooperative Co. were adopted in 1939, and only a few minor amendments were adopted over the years. At the same time, the growth and expansion of the Cooperative has been such that changed conditions, procedures and requirements rendered those bylaws inadequate. Thus, the bylaws needed to be changed to meet present conditions and requirements and to allow coordination with the present laws of the State of Illinois. The Board of Directors recommended that the previous bylaws be repealed in their entirety and to adopt in lieu thereof the bylaws presented at the annual members' meeting on October 28, 1968, and incorporate amendments adopted through June 12, 2025.

Bylaws of
Rural Electric Convenience Cooperative Co.

Mission Statement

"As an Energy and Services Cooperative, our Members' Needs are Rural Electric Convenience Cooperative's First Priority."

Rural Electric
Convenience Cooperative

ARTICLE I
Membership

Section 1. Requirements for Membership.

(a) Regular Membership - Any person; firm; association; corporation, both business and non-profit; partnership; trust; limited liability company; estate; the government of the United States of America or any agency thereof or body politic, or subdivision thereof; any state government or body politic or subdivision thereof; any local governmental body, special district, or body politic or subdivision thereof; or foreign government will become a regular member of Rural Electric Convenience Cooperative Co., (hereinafter called the "Cooperative"), upon receipt of the electrical and/or telecommunications/ broadband service from the cooperative, provided that he, she or it has first:

(1) made a written application for membership therein;
(2) agreed to purchase from the cooperative electric energy and/ or electric distribution services and/or telecommunications/ broadband as hereinafter specified;
(3) agreed to comply with and be bound by the Articles of Incorporation, bylaws and any rules and regulations of the Cooperative adopted by the board, including retroactive application of any amendments (Governing Documents); except as otherwise provided in Article I, Section 6 (c) and Article XII, Section 4; and,
(4) paid the membership fee hereinafter specified;

(b) Associate Membership – Any person, firm, association, corporation or body politic or subdivision thereof (hereinafter called the "Applicant") may, with approval of the Board of Directors become an associate member of Rural Electric Convenience Cooperative Co., (hereinafter called the Cooperative), upon receipt of services from any firm, association, or corporation owned in whole or in part by Rural Electric Convenience Cooperative Co. (the "Subsidiary"), provided the Applicant:

(1) has made a written application for membership in the Cooperative and the subsidiary on the prescribed forms;
(2) has agreed to comply with and be bound by the Articles of Incorporation and bylaws of the cooperative and the subsidiary and any and all rules and regulations adopted by the Board of Directors of either the cooperative or the subsidiary; including retroactive application of any amendments (Governing Documents); except as otherwise provided in Article I, Section 6 (c) and Article XII, Section 4; and
(3) has paid any required membership fee.
(4) Associate Membership shall not entitle the holder of the Associate Membership to any of the rights of a member of the Cooperative, including but not limited to, the right to vote at any annual or special meeting of the members of the cooperative or to vote on any matter that may be voted upon by the members. Nor shall an Associate Membership entitle the holder thereof to be eligible to serve as a director of Rural Electric Convenience Cooperative Co. or to the allocation of any amounts in excess of operating costs and expenses at the moment of receipt by Rural Electric Convenience Cooperative Co. from the Subsidiary for which the Associate Membership is issued to the holder thereof nor shall Rural

Electric Convenience Cooperative Co. be obligated to any credits to a capital account for the holder of the Associate Membership for any or all such amounts received by Rural Electric Convenience Cooperative Co. from the Subsidiary in excess of operating costs and expenses received by Rural Electric Convenience Cooperative Co. from the Subsidiary

(5) An Associate Member may withdraw from associate membership upon compliance with such terms and conditions as the Board may prescribe. The Board may by the affirmative vote of the not less than a majority of all the members of the Board terminate an associate member's membership for failure to comply with any of the requirements of associate membership.

(c) No member may hold more than one membership or associate membership in the cooperative, and no membership or associate membership in the cooperative shall be transferrable, except as provided in these bylaws.

(d) Any reference to, or use of the term "Member" in these bylaws shall mean all Members excluding associate members within any membership class as hereinafter authorized unless the reference or use specifically states otherwise.

(e) Unless the board determines otherwise as provided in these bylaws, upon completing the membership procedure to the cooperative's satisfaction and using, receiving, or purchasing a cooperative service, an applicant automatically becomes a member of the cooperative effective the date the applicant began using, receiving, or purchasing a Cooperative Service as defined by the Cooperative's Articles of Incorporation, Bylaws, Policies, Rules and Regulations of the Cooperative ("Member"). If the Board determines that an applicant is unable to comply with the Governing Documents, then the Board may refuse the Applicant membership in the Cooperative. For other good cause determined by the board, the Board may refuse an Applicant membership in the Cooperative. If the Board refuses membership to an Applicant, then the Cooperative shall return to the Applicant any amounts paid to the Cooperative by the Applicant as part of the membership Procedure other than:

(1) Amounts paid for using, receiving, or purchasing any Cooperative Service; and

(2) Outstanding amounts previously owed the Cooperative and any associated interest or late payment charges.

(f) Based upon a Member's use, receipt or purchase of Cooperative Services, the Cooperative may group Members in the following classes ("Member Classes").

Class A Member: Any Member using, receiving and purchasing (1) solely from and through the Cooperative substantially all the electric power used, received and purchased for; and (2) any Cooperative Services associated with, or regarding, the provision and/or distribution of electric power to: a residential, or commercial dwelling or structure, owned, controlled or directly occupied by the Member or any premises the member owns or uses or has any interest in which is in the Cooperative's services area.

Class B Member: Any Member using, receiving, and purchasing any Cooperative Service regarding the distribution of electric power or ancillary services associated therewith to any dwelling or

structure, owned, controlled, or directly occupied by the Member or any premises the members owns or uses or has any interest in which is in the Cooperative's service area.

Class C Member: Any Member using, receiving and purchasing any Cooperative Service including but not limited to telecommunications/broadband service for which the Cooperative is exempt from income taxation under the Internal Revenue Code as currently existing or hereafter amended or replaced.

Class D Member: Any Member using, receiving and purchasing any Cooperative Service including but not limited to telecommunications/broadband service for which the Cooperative is not exempt from income taxation under the Internal Revenue Code as currently existing or hereafter amended or replaced.

In classifying Members, the following shall apply:

(1) No Member may be a Member of more than one Member Class;

(2) Based upon a Member's use, receipt or purchase of one or more Cooperative Services, the Cooperative may group the Member first as a Class A Member, if possible, then as a Class B Member, if possible, then as a Class C Member, if possible, then as a Class D Member, if possible; and

(3) Upon the Cooperative learning of, or upon a Member demonstrating to the Cooperative's reasonable satisfaction, a change in any Member's use, receipt or purchase of one or more Cooperative Services, then if necessary, within a reasonable time thereafter the Cooperative shall re-classify the Member first as a Class A Member, if possible, then as a Class B Member, if possible, then as a Class C Member, if possible, and then as a Class D Member, if possible.

(Amended at 2024 Annual Member Meeting)

Section 2. Membership Certificates.

Membership in the Cooperative shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board. Such certificate shall be signed by the Chairman of the Board and by the Secretary of the Cooperative, and the corporate seal shall be affixed thereto. No membership certificate shall be issued for less than the membership fee fixed in these bylaws, nor until such membership fee has been fully paid. In case a certificate is lost, destroyed, or mutilated a new certificate may be issued therefor upon such uniform terms and indemnity to the Cooperative as the Board may prescribe. Failure of the Cooperative to issue a membership certificate for a member who otherwise has qualified for membership shall not be deemed a denial of membership. (Amended at 2022 Annual Member Meeting)

Section 3. Joint Membership.

Two or more persons of legal age occupying the same dwelling may apply for a joint membership for service to that residence only, and subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. In the event that residency in said unit is abandoned for more than six consecutive months by any of said persons, the joint membership shall be terminated as to all parties. In the event that one of the joint members continues to take service in said unit, a new membership must be issued to that party in order for him or her to be eligible for continued

service. The term "member" as used in these Bylaws shall be deemed to include a husband and wife or individuals joined in a legally recognized relationship holding a joint membership and to include persons other than husband and wife or individuals joined in a legally recognized relationship occupying a dwelling house as a residence only. The term "residence" shall mean a person's permanent place of abode. Any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect of the holders of a joint membership shall be as follows:

(a) the presence at a meeting of any one joint member shall be regarded as the presence of one member and shall constitute a joint waiver of notice of the meeting by all joint members under that membership;
(b) the vote of any joint member separately or jointly shall constitute one joint vote;
(c) a waiver of notice signed by any one or more joint member shall constitute a joint waiver;
(d) notice to one joint member shall constitute notice to all;
(e) expulsion of any one joint member shall terminate the joint membership;
(f) withdrawal of any one joint member shall terminate the joint membership;
(g) only one joint member may be elected or appointed as an officer or board member, provided that the joint member meets the qualifications for such office.

(Amended at 2012 Annual Member Meeting)

Section 4. Conversion of Membership.

(a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his or her spouse or such other person occupying a dwelling as a residence only, to comply with the articles of incorporation, bylaws and rules and regulations adopted by the board. The outstanding membership certificate shall be surrendered and shall be reissued by the Cooperative in such manner as shall indicate the changed membership status.

(b) Upon the death of any person who is a party to the joint membership, such membership shall be held solely by the survivors. The outstanding membership certificate shall be surrendered, and shall be reissued in such manner as shall indicate the changed membership status, provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

(c) In case of divorce, annulment, or dissolution of joint members, the membership may only be continued in the name of any one of the joint members. If the Court granting the Dissolution or Annulment, or if any other Court of competent jurisdiction, does not determine which joint member is to succeed to the membership, then the parties shall resolve this succession by written release signed by the joint members. The release shall be in such form as from time to time prescribed by the Cooperative and shall include the disposition of all capital credits assigned or then earned but not assigned. If, within thirty days from the date of the Judgement of Dissolution or Annulment, the parties have not determined in whose name the

membership shall be continued, and have not filed such release with the Cooperative, then the membership shall automatically be registered in the name of the joint members continuing to reside in the residence and if none, the membership shall automatically terminate as to the joint members. All capital credits to which these members may then be entitled shall remain credited in the capital account in the name of all joint members, subject to transfer only by written order of all joint members.

(d) Upon death of the member, the membership certificate may be surrendered to the Cooperative. The membership fee may be repaid to the surviving spouse or surviving individual of a legally recognized relationship or next of kin, or personal representative, provided, however, that the cooperative shall deduct from the membership fee the amount of any debts or obligations owed the Cooperative by the member. (Amended at 2012 Annual Member Meeting)

Section 5. Membership Fee.

A membership fee, service connection deposit or fee, a service security deposit, a facilities extension deposit, a contribution in aid of construction, or any combination of such fees, deposits or contributions, may be required by the cooperative, in an amount established by the Board and shall be paid by the Member for each service connection except as otherwise provided in Article I, Section 6(c).
(Amended at 1999 Annual Member Meeting)

Section 6. Purchase of Electric Energy and/or Telecommunications/Broadband Service.

(a) Purchase of Electric Energy, Electric Power Services or Associated Electric Services: Each member shall, as soon as electric energy, electric power distribution services and/or associated electric services (Electric Service) shall be available, purchase from the cooperative all electric energy and all electric power distribution services purchased by the member for use or actually used on, at or in connection with any property which the member owns or uses or in which the Member has some other interest, which is situated within an area in which the cooperative is entitled to furnish electric service and shall pay therefore at rates which shall from time to time be fixed by the Board. Provided that as required or allowed by law and as determined by the Board:

(1) The Member may purchase such electric energy from other sources for use on such property as the Member may determine, but subject to the law, Articles of Incorporation, bylaws and the policies, rules, regulations, and conditions established from time to time by the Board of Directors.

(2) The member may engage in production of electric energy by the member on the member's premises, by means of facilities which shall be interconnected with Cooperative facilities, for use by the member of the electric energy on such member's premises, shall be subject to the law, Articles of Incorporation, bylaws, and the policies, rules, regulations, and conditions as shall be fixed from time to time by the Cooperative Board of Directors. When the source of the member's electricity used on the premises is self-generated by the member, the electricity shall be produced by facilities owned by the member and which facilities shall be located on the member's premises.

(3) It is expressly understood that amounts paid for electric energy, electric power distribution services, associated electric services, and/or telecommunications/broadband service in excess of the costs of service are furnished by members as capital, and each member shall be credited with the capital so furnished as provided in these bylaws. Each Member shall pay to the Cooperative such minimum amount, regardless of the amount of electric energy and/or telecommunications/broadband service consumed, as shall be fixed by the Board from time to time. Each Member shall also pay all amounts owed by the member to the cooperative as and when the same shall become due and payable.

(b) As required or allowed by Law and as determined by the Board:

(1) If a Member substantially reduces or ceases the Member's use, receipt or purchase of Cooperative Electric Services, either singly or in combination; then

(2) The Cooperative may charge the Member and the Member shall pay the Cooperative the costs and expenses incurred by the Cooperative in reliance upon the Member's pre-reduction or pre-ceasing use, receipt or purchase of Cooperative Electric Services.

(c) Purchase of Telecommunications/ Broadband Services: Each member may, as soon as telecommunications/broadband service becomes available at the member's property which the member owns or uses or in which the member has some other interest (member's property) purchase telecommunications/ broadband service for use at the member's property. (Amended at 2024 Annual Member Meeting)

Section 7. Termination of Membership.

(a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe. The Board may, by the affirmative vote of not less than two-thirds of all the members of the Board, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws or rules and regulations adopted by the Board, but only if such member shall have been given written notice by the Cooperative that such failure makes him, her or it liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the Board or by vote of the members at any annual or special meeting. The membership of a member who for a period of six (6) months after electric energy, electric distribution service, associated electric services, and/or telecommunications/broadband service is available to him/her or it has not purchased electric energy and/or has not taken electric distribution service and/or associated electric services and/or a member who has requested but not taken telecommunications/broadband service from the Cooperative, or of a member who has ceased to purchase energy and/or to take electric distribution service and/or associated electric services and/or a member who has ceased to purchase telecommunications/ broadband service from the cooperative may, but is not required to be canceled by resolution of the board upon such terms and conditions as the Board may prescribe.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member the membership of such member shall thereupon terminate, and the membership certificate of such member shall be

surrendered forthwith to the Cooperative. Termination of membership in any manner shall not release a member or his/her estate from any debts or obligations due the Cooperative.

(c) In case of withdrawal or termination of membership in any manner, the Cooperative, upon such terms and conditions as the Board may prescribe, may but shall not be required to repay to the member the amount of the membership fee paid by him/her or it provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative. (Amended at 2024 Annual Member Meeting)

Section 8. Attorneys' Fees, Litigation Expenses and Court Costs. In the event it is necessary for the Cooperative to hire an attorney to enforce the terms and conditions of the Articles of Incorporation, these Bylaws, the Law, Governing Documents, the Membership Agreement or any other agreement against any Member or to collect from any Member sums that have become due and owing to the Cooperative from the Member for the purchase of Electric Energy, Electrical Service or other products or service offered by the Cooperative, then upon the entry of judgment, there shall be included in such judgment an amount equal to the reasonable attorneys' fees, reasonably necessary litigation expenses and court costs incurred by the Cooperative in such enforcement against a Member.

Section 9. Inactive Member.

(a) The Cooperative may place a Member's membership on inactive status when the Member:

(1) Ceases to take and/or receive all electric energy, electric power distribution services, and/or associated services, and/or ceases to take telecommunications/ broadband service from the Cooperative in accordance with the Cooperative's Article of Incorporation, bylaws, policies, rules and regulations.
(2) Fails for a period of 90 days to timely pay any amounts due the Cooperative;
(3) Fails to timely comply with the Cooperative's Articles of Incorporation, bylaws, policies and rules and regulations;
(4) Is no longer qualified to be a Member;
(5) Dies, legally dissolves, or legally ceases to exist;
(6) Voluntarily requests suspension; or
(7) As otherwise provided in these bylaws.

(b) Effect of Member's inactive status upon Cooperative: Upon a Member's membership being placed on inactive status, and other than the Cooperative's obligation to retire and refund capital credits and affiliated capital credits and obligations regarding the Cooperative's dissolution, the Cooperative's duties, obligations and liabilities imposed by these bylaws for the Member ceases and Cooperative may cease providing any of the Cooperative's Services to the Member.

(c) Effect of Member's inactive status upon Member: Other than the right to receive retired and refunded capital credits and affiliated capital credits, and other than rights upon the Cooperative's dissolution, a Member whose membership has been placed on inactive status by the Cooperative forfeits and relinquishes all rights provided in the governing documents. In particular, an inactive Member forfeits and relinquishes any voting rights provided by these bylaws. An inactive Member, however, remains subject to all debts or obligations imposed by the Articles of Incorporation, bylaws, policies, and rules and

regulations of the Cooperative.

(d) Lifting of inactive Member status: Unless otherwise determined by the Board in good faith, a Member's inactive status is automatically lifted when the Member cures the events causing the member's inactive status. (Amended at 2024 Annual Member Meeting)

Section 10. Grant of Easement

Membership in the Cooperative shall require each member to execute, grant, and deliver to the Cooperative, at no charge to the Cooperative, an easement, right-of-way or other such right of interest over, through, on and under such property owned, occupied, or controlled by the member as the Cooperative shall require for electric service or broadband service on said property to the member or other occupant or for purposes of construction, extension, improvement, installation, modification, maintenance, or relocation of Cooperative poles, lines, cable, fiber and any other materials and equipment necessary and incidental to the furnishing of electric energy, telecommunications, and broadband services.

The Cooperative shall employ their best efforts to utilize currently existing easements for the purposes of construction, extension, improvement, installation, modification, maintenance, or relocation of Cooperative poles, lines, cable, fiber and any other materials and equipment necessary and incidental to the furnishing of electric energy, telecommunications, and broadband services. If any new rights-of-way are required, the Cooperative shall contact the member to obtain a written easement agreement.

The Cooperative shall have the right to access and to authorize third parties to access the easements to maintain the easements, poles, lines, cables, and fiber in such condition as the Cooperative deems necessary. This includes the right to cut or trim trees, bushes, or other vegetation, the right to apply herbicides for vegetation management, and the right to trim trees, bushes, or other vegetation located adjacent to the easement which may jeopardize the lines, poles, cable, or fiber on the easements.

The granting of such easement and rights by the member to the Cooperative shall be effective immediately upon the member's admission to cooperative membership. The member shall execute a written agreement for recording purposes at such time as requested by the Cooperative to do so. The granting of such easement and rights shall be deemed effective and enforceable even in the absence of a written easement agreement executed by the member and the Cooperative. (Amended at the 2025 Annual Member Meeting)

ARTICLE II
Rights and Liabilities of Members

Section 1. Property Interest of Members.

Upon dissolution, after

(a) all debts and liabilities of the Cooperative shall have been paid, and

(b) all capital furnished through patronage shall have been retired as provided in these bylaws, the remaining property and assets of the Cooperative shall be distributed among the members and former members who purchase electric energy and/or telecommunications/broadband service in the proportion which the aggregate patronage capital of each bear to the total patronage capital of all members, as described in Article VII, during the period of the Cooperative's existence.
(Amended at 2024 Annual Member Meeting)

Section 2. Non-liability for Debts of the Cooperative.
The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative, and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

Section 3. Acknowledgement of Contract.
The members of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provision of the articles of incorporation and bylaws shall constitute and be a contract between the Cooperative and each member and both the Cooperative and the members are bound by such a contract as fully as though each member had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the bylaws shall be called to the attention of each member of the Cooperative by a reasonable method as determined by the Cooperative.
(Amended at 2022 Annual Member Meeting)

Section 4. Provision of Cooperative Services.
The Cooperative shall provide Cooperative Services to Members in a reasonable manner. The cooperative, however, neither guarantees nor warrants continuous or flawless provision of Cooperative Services. The Cooperative's responsibility and liability for providing Cooperative Services terminates upon delivery of any Cooperative Service to a Member or other Person acting for a Member.

Section 5. Deemed Membership.
Any Applicant who fails to complete a membership application on the Cooperative's approved form within 90 days from the date that the Applicant accepts the receipt of Electric Service and/or telecommunications/broadband service from the Cooperative shall be deemed to have accepted the terms and conditions contained in the membership application as fully and with the same force and effect as though the Applicant executed the same and the Applicant shall become a Member of the Cooperative with all of the rights, privileges, immunities and responsibilities of membership herein, and the Applicant shall be deemed fully bound by the terms and conditions of the Articles of Incorporation, Bylaws, Policies, Rules and Regulations of the Cooperative, and the Law as the same exist from time to time hereafter, by virtue of the Applicant's acceptance of the Electric Service and/or telecommunications/broadband service furnished to the Applicant by the Cooperative. (Amended at 2024 Annual Member Meeting)

ARTICLE III
Meeting of the Members

Section 1. Annual Meeting.
The annual meeting of members of the Cooperative shall be held during each calendar year hereafter, at the time and at such place within a county served by the Cooperative as may be selected and determined by the board, for the purpose of electing three full-term directors to serve until the third annual meeting hereafter and for the purpose of passing on reports covering the previous fiscal year and transacting such other business as may come before the meeting. Failure to hold an annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative. When, for compelling reasons and when emergencies arise making it impossible or unsafe to require members to be present at one meeting location or to otherwise hold the annual meeting, or any member meeting called pursuant

to these bylaws, the Board of Directors may by a majority vote of those Directors present and constituting a quorum of the Board then holding office postpone and/or cancel such membership meeting. (Amended at 2022 Annual Member Meeting)

Section 2. Special Meetings.

Special meetings of members may be called by resolution of the Board of Directors or upon a written request signed by any three directors, by the Chairman of the Board or by a petition signed by ten per centum or more of all the members entitled to vote, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within one of the counties served by the Cooperative as designated by the board not earlier than 40 days after the call for such meeting or the petition therefore is filed and the time, date and place of such meeting shall be specified in the notice of the special meeting. When, for compelling reasons and when emergencies arise making it impossible or unsafe to require members to be present at one meeting location or to otherwise to hold any special member meeting called pursuant to these bylaws, the Board of Directors may by majority vote of those Directors present and constituting a quorum of the Board then holding office postpone and/or cancel such membership meeting. (Amended at 2022 Annual Member Meeting)

Section 3. Notice of Members' Meetings.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called shall be delivered not less than ten days nor more than forty days before the meeting either personally or by mail, or in the case of removal of one or more directors, merger, consolidation, dissolution, or sale, lease or exchange of assets, not less than 20 days nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in the duty of the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at the member's address as it appears on the records of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting. (Amended at 2012 Annual Member Meeting)

Section 4. Quorum.

Two per centum of the members entitled to vote, present in person or by proxy; shall constitute a quorum for the transaction of business at all meetings of the members. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice. (Amended at 2022 Annual Member Meeting)

Section 5. Voting.

Each member and each member of each Class of members, should the cooperative group members by member classes as provided in Article I Section 3 shall be entitled to one vote upon each matter submitted to a vote at a meeting of the members. Voting by members, other than members who are natural persons, shall be allowed upon the presentation

to the Cooperative, prior to or upon registration at each member meeting, of satisfactory evidence entitling the person representing the member to vote for the entity membership. All questions shall be decided by a vote of a majority of the members voting thereon in person or represented by proxy except as otherwise provided by law, the articles of incorporation or these bylaws. (Amended at 1999 Annual Member Meeting)

Section 6. Proxies.

(a) Unless otherwise provided by law, the Articles of Incorporation, or these bylaws, at all meetings of members, a member who is not present at such meeting may vote by proxy executed in writing by the member. No proxy shall be voted unless it shall have been presented to and registered with the Secretary at the Cooperative before or at the time of the meeting. No proxy shall be voted at any meeting of the members unless it shall designate the particular meeting at which it is to be voted, and no proxy shall be voted at any meeting other than the one so designated or any adjournments of such meeting. No proxy shall be valid after sixty (60) days have elapsed from the date of its execution. No person other than a member shall vote the proxy of another member, and no member shall vote as proxy for more than one member upon any question. Attendance in person at an annual or special meeting shall invalidate a proxy previously signed for that annual or special meeting. No member shall be allowed to vote or participate in a meeting by proxy when members are otherwise authorized, pursuant to the bylaws and as determined by the Board of Directors, to vote with respect to the matter or proposition to be voted upon by a method that does not require the member to be present at the meeting to vote.

(b) A representative of a corporation, association, partnership, limited liability company, trust, estate, or other such entity, who desires to vote in a representative capacity on behalf of the entity shall provide such documentation evidencing the person's authority to vote on behalf of that Member entity as may be required by the rules and regulations adopted by the Board from time to time. (Amended at 2022 Annual Member Meeting)

Section 7. Order of Business.

The order of business at the annual meeting of the members and, so far as possible, at all other meetings of the members, shall be essentially as follows, except as otherwise determined by the members at such meetings:

1. Report on the number of members present in person or represented by proxy to determine the existence of a quorum.
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
3. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
4. Presentation and consideration of reports of officers, directors and committees.
5. Election of directors.
6. Unfinished business.
7. New business.
8. Adjournment.

The order of business at the annual meeting of the members shall be conducted in an orderly manner according to Robert's Rules of Order and the Law of the State of Illinois, except when a conflict

between the two exists and in such case, the Law of Illinois shall apply. (Amended at 1999 Annual Member Meeting)

Section 8. Inspectors.

(a) At any meeting of the Members for which inspectors have not been previously appointed by the Board of Directors, the Chairman of the meeting may, or upon the request of any members, shall appoint Inspectors consisting of not less than five nor more than seven Members who are not existing Cooperative employees, agents, officers, directors or candidates for director, or members of the same household of current Cooperative employees, agents, officers, directors or candidates for director.

(b) The Inspectors shall ascertain and report the number of votes represented at the meeting and count the votes on any issue upon which the membership shall vote by ballot based upon their determination of the validity and effect of proxies and the votes so made and tabulated; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all of the Members.

(c) In the event a protest or objection is filed concerning any election, such protest or objection must be filed during, or before the adjournment of the meeting in which the voting is conducted. In such event, the Inspectors shall thereupon consider the objection or protest and hear such evidence as is presented by the protestor(s) or objector(s), and any opposing evidence in connection therewith. The Inspectors, by a vote of a majority of those present and voting, shall, promptly render its decision the result of which may be to affirm the protest, to change the outcome of any election, or to set aside any election. The Inspectors may not affirmatively act on any matter unless a majority of the Inspectors are present to take action thereon.

Section 9. Record Date.

The Board may fix a date for determining the Members entitled to vote at a Member meeting ("Record Date"). Those Members who are determined to be Members as of the Record Date shall then be eligible to vote for all purposes at the Member meeting and receive all communications and notices to Members concerning such meeting. In the absence of the fixing of a Record Date, those persons who have completed and signed a membership application on or before the date of the membership meeting shall be entitled to vote at the meeting.

Section 10. Member Attendance at Member Meeting.

Unless it has been determined by the Board of Directors as provided in Sections 1 or 2 of Article III of these bylaws that for compelling reasons and when emergencies arise that make it impossible or unsafe for the members to be present in one location to conduct the member meeting and the member meeting is cancelled or postponed, no Member shall be deemed to participate in a Member meeting unless such Member is present in person or by proxy at the time, date, and place of the Member meeting. Provided, however, no Member entitled to vote shall be allowed to participate in and act at any Member meeting through use of a conference telephone or interactive technology, including but not limited to mail, electronic transmission, Internet usage, or remote communication unless members are otherwise authorized by the Board of Directors and these bylaws to vote at a member meeting by mail, email, or other electronic means on propositions or matters members are authorized to vote upon and by voting in the manner authorized by the Board of Directors and

these bylaws the member is deemed to be participating in the meeting. (Amended at 2022 Annual Member Meeting)

Section 11. Informal Member Action by Members Voting by Mail or Electronic Means on Matters Members are Entitled to Vote On. Unless otherwise provided by law or the Cooperative's Articles of Incorporation or these bylaws, the members shall be entitled to vote by mail, email or other electronic means only when and only on those matters that may be submitted to the members for a vote thereon as determined by the Board of Directors and subject to the guidelines and procedures established by the Board of Directors by a majority vote of those directors then holding office and constituting a quorum of the Board. Any action members are entitled to vote on by mail, email or other electronic means at any annual or special meetings of the members may be taken only when so authorized as provided in these bylaws, provided the meeting is held in a manner that:

(a) Allows the members, entitled to vote or to take any action which may be taken at a meeting of the members, to vote by ballot in writing by mail, email or other electronic means pursuant to which the members entitled to vote thereon are given the opportunity to vote for or against the proposed action and the action receives approval by a majority of the members casting votes, or such larger number as may be required by the law, the articles of incorporation, or these bylaws, provided that the number of members casting votes would constitute a quorum if such action had been taken at a meeting at which members are present and voting in person or by proxy. Voting must remain open for not less than 5 days from the date the ballot is delivered to the member unless otherwise required by law. Provided, however, in the case of a removal of one or more directors; a merger; consolidation; dissolution or sale; lease; mortgage; or encumbrance or exchange of assets, amendment to the Articles of Incorporation and Amendment to these bylaws, these bylaws require that the voting must occur at a member meeting in which members are present in person or by proxy.

(b) When a member is entitled to vote by mail, email or other electronic means as provided in these bylaws, no member shall be allowed to vote at the meeting in person or by proxy except upon those matters which a member cannot vote upon by mail, email, or other electronic means pursuant to the law, or the Cooperative's Articles of Incorporation, or these bylaws. (Amended at 2022 Annual Member Meeting)

ARTICLE IV
Board Members

Section 1. General Powers.
The board shall consist of nine (9) members. Except as otherwise provided by law, the articles of incorporation or by these bylaws, the board shall direct the business, affairs and property of the Cooperative, authorize contracts, fix charges for its services for furnishing electric energy to its members, and for other services rendered for and to its members, and shall otherwise direct the affairs of the Cooperative in such manner as may be necessary, convenient or proper in order to carry out its objectives and purposes, provided, however, that the Cooperative shall not be operated for pecuniary profit either to itself or to its members.

Section 2. Districts and Tenure.

The Cooperative shall be divided into nine (9) Districts as follows:

District 1 shall include all of the area in the following township and range: T11N R4W, T12N R5W, T12N R4W, and T13N R4W. That includes all of King Township in Christian County and all of Harvel Bois D'Arc and East Bois D'Arc Townships in Montgomery County. It also includes that part of South Fork Township, Christian County and that part of Pawnee Township, Sangamon County that lie in T13N R4W, all in Illinois.

District 2 shall include all of the area in the following township and range: T15N R8W, T15N R7W, T14N R8W, T14N R7W, T13N R9W, T13N R8W, and T12N R9W. That includes all of Road Districts 9, 12 and 13 in Morgan County; along with all of Island Grove, New Berlin, Maxwell and Loami Townships in Sangamon County; and all of Scottville Township in Macoupin County. It also includes that part of Talkington Township, Sangamon County that lies in T13N R8W, all in Illinois.

District 3 shall include all of the area in the following township and range: T15N R4W, T14N R4W, and T14N R3W. That includes all of Rochester and Cotton Hill Townships in Sangamon County. It also includes that part of Cooper Township,Sangamon County that lies in T14N R3W. It also includes those parts of South Fork and Buckhart Townships of Christian County that lie in T14N R3W or T14N R4W, all in Illinois.

District 4 shall include all of the area in the following township and range: T12N R6W, T11N R7W, T11N R6W, T11N R5W, and T10N R6W. That includes all of Virden, Girard, South Otter, Nilwood and Shaws Point Townships in Macoupin County and all of Pitman Township in Montgomery County, all in Illinois.

District 5 shall include all of the area in the following township and range: T15N R6W, T14N R6W, T13N R7W, and T13N R6W. That includes all of Curran and Auburn Townships in Sangamon County and that part of Chatham Township, Sangamon County that lies in T14N R6W, along with that part of TalkingtonTownship, Sangamon County that lies in T13N R7W, all in Illinois.

District 6 shall include all of the area in the following township and range: T13N R3W, T13N R2W, T12N R3W, T12N R2W, T11N R3W, and T10N R3W. That includes all of Ricks, Johnson, Bear Creek, and Taylorville Townships in Christian County, as well as that part of South Fork Township, Christian County that lies in T13N R3W. It also includes all of Rountree Township in Montgomery County, all in Illinois.

District 7 shall include all of the area in the following township and range: T15N R5W, T14N R5W, and T13N R5W. That includes all of Woodside, Ball and Divernon Townships in Sangamon County. It also includes that part of Chatham Township, Sangamon County that lies in T14N R5W and that part of Pawnee Township, Sangamon County that lies in T13N R5W, all in Illinois.

District 8 shall include all of the area in the following township and range: T10N R5W, T10N R4W, T9N R6W, T9N R5W, and T9N R4W. That includes all of Zanesville, Raymond, North Litchfield and Butler Grove Townships in Montgomery County and all of Honey Point Township in Macoupin County, all in Illinois.

District 9 shall include all of the area in the following township and range: T12N R8W, T12N R7W, and T11N R8W. That includes all of North Palmyra, North Otter and South Palmyra Townships in Macoupin County, all in Illinois.

If the Cooperative should extend its service into an area not included in any of the foregoing Districts, the board shall provide by resolution for such area to become a part of one of said Districts.

By resolution, the board may change the boundaries of Districts as herein established.

The directors representing Districts 1, 2, and 3 as established herein shall each be elected to serve three-year terms by the membership at the annual meeting in the year 2001.

The directors representing Districts 4, 5, and 6 as established herein shall each be elected to serve three-year terms by the membership at the annual meeting in the year 2002.

The directors representing Districts 7, 8, and 9 as established herein shall each be elected to serve three-year terms by the membership at the annual meeting in the year 2000.

Beginning with the year 2003, directors shall each be elected for three-year terms for the Districts as established herein, in which the incumbents' terms of office expire.

Further, should a vacancy occur hereafter in a Director District, then such Director District boundaries shall be effective as to such District in which a Director vacancy is next hereafter filled. (Amended at 1999 Annual Member Meeting)

Section 3. Qualifications.

No person shall be eligible to become or remain a director of the Cooperative who:

(a) does not reside and actually receive and purchase all electric energy and all electric distribution service from the Cooperative for use or actual use at the person's primary place of residence in accordance with the provisions of Article I Section 6 of these by-laws during the entire term of the person's office in the District of the person's election or appointment; or

(b) is in any way currently or has been within the past three years employed by or financially interested in a competing enterprise or a business selling electric energy, telecommunications/ broadband service, or supplies to Cooperative members; or providing distribution and/or delivery of electric power or ancillary services to members.

(c) is currently or within the past three years been an employee of the Cooperative or is currently a close relative thereof or a close relative of a current member of the Board of Directors. For purposes hereof "close relative" means a person who, by blood or in-law, including step and also adoptive kin is a spouse, child, grandchild, parent, grandparent, brother, sister, or spouse of any such person or resides in the same residence.

(d) is not an individual.

(e) does not have the capacity to enter into legally binding contracts.

(f) has been previously removed as a Director.

(g) has during the five years immediately before becoming a Director been convicted of or pled guilty to a felony.

(h) does not, except for good cause shown as determined by the Board of Directors, attend a majority of Board meetings during any calendar year.

(i) is not a member of the Cooperative and whose membership is declared inactive or terminated.

Nothing contained in this section shall affect in any manner

whatsoever the validity of any action taken at any meeting of the board. (Amended at 2024 Annual Member Meeting)

Section 4. Nominations, Ballots and Elections.

(a) It shall be the duty of the board to appoint, not less than ninety (90) days nor more than one hundred-fifty (150) days before the date of the meeting of the members at which directors are to be elected, a committee on nominations, which committee shall be composed of three members from each of the Districts for which directors are to be elected, and such committee shall nominate one member or more to serve as director for each of said three Districts. No officer or member of the board shall be appointed a member of such committee. The committee shall prepare and post at the principal office of the Cooperative at least seventy-five (75) days before the meeting list of nominations for directors, but any fifteen (15) or more members residing in a District for which a director is to be elected may make other nominations in writing over their signatures. Nominations made by petition received at least forty-five (45) days prior to the meeting shall be posted by the Secretary at the same place where the list of nominations made by the committee is posted and shall be included on the official ballot. The nominee shall reside within the district from which the nomination is made. Nominations shall not be accepted from the floor.

(b) A ballot marked "Ballot for Directors" shall be arranged indicating the Districts in numerical order. The names of nominees shall be as follows: first, the member or members nominated by the committee; second, the names of all persons nominated by petition, arranged in alphabetical order according to surname. A square shall appear at the left of each name to permit the members to vote. Each member may vote for one director from each of the three Districts. The decisions of Inspectors regarding intent of the voter shall be final. The nominee of each District who receives the most votes for director of such District shall be the elected director. In the event of a tie vote, the winner shall be selected by lot. (Amended at 2022 Annual Member Meeting)

Section 5. Removal of Directors.

A director may be removed only for cause. Any member may bring charges which shall specifically state the cause or causes for removal against a director by filing them in writing with the Secretary of the Cooperative, together with a petition signed by fifteen percent (15%) of the members entitled to vote and residing within the District from which the Director sought to be removed was elected requesting removal of the director in question. The removal shall be voted upon at the next regular or special meeting of the members, and by the affirmative vote of two-thirds of the members present and voting in person or represented by proxy the director may be removed, and the vacancy shall be filled by the Board of Directors as provided in Section 6, Article IV. The director against whom such charges have been brought shall be informed in writing of the charges at least forty days previous to the meeting and shall have an opportunity at the meeting to be heard in person or by counsel and to present witnesses; and the person or person bringing the charges against him shall have the same opportunity. (Amended at 2012 Annual Member Meeting)

Section 6. Vacancies.

Vacancies occurring in the board including those vacancies created when a director is removed by the members as provided by Section 5 above, shall be filled by a majority vote of the remaining directors, and

directors thus elected shall serve for the unexpired term of the person who had been elected or appointed for that District. (Amended at 2012 Annual Member Meeting)

Section 7. Compensation.

Directors shall not receive any salary for their services as such, except that members of the board may by resolution authorize a fixed sum for each day, or portion thereof spent on Cooperative business, such as, but not limited to, attendance at meetings, conferences, training programs, performing committee assignments and serving at the request of the Cooperative as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, which sum may include insurance benefits all when authorized by the board. If authorized by the board, directors may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per diem allowance by the board in lieu of detailed accounting for some of these expenses. Directors may also receive advancement of reimbursement for any travel and out-of-pocket expenses actually, necessarily and reasonably incurred. No director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for service to the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote of the members or the service by the director or his close relative shall have been certified by the board as an emergency measure. As used in these bylaws, "close relative" means a person who, by blood or in-law, including step and adoptive kin, is either a spouse, child, grandchild, parent, grandparent, brother, sister, or spouse of any such persons. (Amended at 1999 Annual Member Meeting)

Section 8. Indemnification.

(a) The electric cooperative may 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 or the electric cooperative) by reason of the fact that he is or was a director, officer, employee or agent of the electric cooperative, or who is or was serving at the request of the electric cooperative as a director, officer, employee or agent of another cooperative, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the electric cooperative, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, 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 he reasonably believed to be in or not opposed to the best interests of the electric cooperative, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The electric cooperative may indemnify any person who was or is 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 electric

cooperative to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the electric cooperative, or is or was serving at the request of the electric cooperative as a director, officer, employee or agent of another cooperative, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the electric 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 for negligence or misconduct in the performance of his duty to the electric cooperative, unless, and only to the extent that 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 as the court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the electric cooperative has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by the electric cooperative only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he had met the applicable standard of conduct set forth in paragraphs (a) or (b). Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the members.

(e) Expenses incurred in defending a civil or criminal action suit or proceeding may be paid by the electric cooperative in advance of the final disposition of such action, suit of proceeding, as authorized by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the electric cooperative as authorized in this Section.

(f) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The electric cooperative may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the electric cooperative, or who is or was serving at the request

of the electric cooperative as a director, officer, employee or agent of another cooperative, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the electric cooperative would have the power to indemnify him against such liability under the provisions of this Section.

Section 9. Term of Office.

No person shall be allowed to serve more than three (3) 3-year terms as a Director of the Cooperative unless such person receives certification from the National Rural Electric Cooperative Association or equivalent training within that period. If certification or equivalent training is achieved by the end of a Director's third 3-year term, such Director may serve such additional terms to which the Director may be elected.

A Director who does not meet the foregoing training requirements may, after serving the maximum number of 3-year terms as stated above, be elected to the board of Directors again after sitting out one (1) 3-year term.

This amendment of the bylaws shall become effective for current Directors and Directors elected at the 2002 annual meeting of members and thereafter. (Amended at 2002 Annual Member Meeting)

Section 10. Board Committees.

The Board of Directors may create one or more committees and appoint two or more directors or such other persons as the Board may designate to each such committee to have such authority as may be by law delegated to each such committee. Unless otherwise authorized by law, each committee shall be composed of two or more directors and a majority of its membership shall be directors. Provided, however, committees relating to the election, nomination, qualification, or credentials of directors or other committees relating to the process of electing directors may be composed entirely of non-directors. (Amended at 1999 Annual Member Meeting)

Section 11. Board Executive Committee.

Unless otherwise determined by the Board of Directors, a Board Executive Committee may be composed of the Chairman, Vice Chairman, Secretary, and Treasurer and to the extent authorized by law may exercise such Board authority as may be granted by the Board of Directors. In the event the offices of Secretary and Treasurer are held by one person the Board Executive Committee may include the Assistant Secretary and Assistant Treasurer. (Amended at 1999 Annual Member Meeting)

ARTICLE V
Meetings of Directors

Section 1. Regular Meetings.

A regular meeting of the Board will be held without notice other than this bylaw, immediately after, and at the same place as the annual meeting of the members. A regular meeting of the Board shall also be held monthly and at such time and place as the Board may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof. (Amended at 2022 Annual Member Meeting)

Section 2. Special Meetings.

Special meetings of the board may be called by the Chairman of the

Board or any three (3) directors. The person or person authorized to call special meetings of the board may fix the time and place for the holding of any special meeting of the board called by them.

Section 3. Notice/Waiver of Notice.

Notice of the time, place and purpose of any special meeting shall be given at least five (5) days previous thereto, by written notice, delivered personally, or mailed, to each director at his last known address. If mailed, such notice shall be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meting shall not have been lawfully called or convened. At any time before, during, or after a Board Meeting, a Director may waive notice of a Board Meeting by delivering to the Cooperative a written or electronic waiver of notice signed by the Director and later filed with the Board Meeting minutes in the Cooperative's records. (Amended at 2022 Annual Member Meeting)

Section 4. Quorum.

A majority of the Board then holding office immediately prior to the convening of the Board Meeting shall constitute a quorum for the transaction of business at any meeting of the Board provided that if less than a majority of the directors are present either in person or, when authorized by Section 6 of this Article V, by electronic or telephone communication at said meeting, a majority of the directors present in such authorized manner may adjourn the meeting from time to time and the Secretary shall notify any absent Board member of the time and place of such adjourned meeting. (Amended at 2022 Annual Member Meeting)

Section 5. Manner of Acting.

The act of the majority of the directors present at the meeting either in person or when authorized pursuant to Section 6 of this Article V to be present by electronic or telephonic communication and at which a quorum is present shall be the act of the board. (Amended at 2022 Annual Member Meeting)

Section 6. Conduct of Board and Board Committee Meetings.

(a) A Director or member of a Board appointed committee who, for good reason, cannot personally attend any regular or special meeting of the Board of Directors or a duly-appointed Board committee meeting, may attend the meeting and be deemed participating and present in person through any means of telephonic or electronic communication by which all Directors or committee members participating in the Board meeting may simultaneously hear, reasonably and verifiably identify themselves, and simultaneously and approximately instantaneously communicate with each other during the board meeting or committee meeting subject to the following conditions:

(1) Acceptable reasons for director or committee member attendance via electronic communication are:
   (a) a medical or physical condition which makes travel or physical attendance inadvisable; or
   (b) unavoidable scheduling conflict; or
   (c) Unavailability of transportation; or
   (d) hazardous road conditions.

(e) Authorization for conducting and attending the meeting by electronic or telephonic communication when the Chairman of the Board of Directors or Chairman of the Board Committee determines that compelling reasons exist that prevent the directors or committee members from conducting the meeting in person.

(2) Except when attendance at the meeting has been authorized by proper authority in accordance with paragraph (1)(a) through (e) of this Section 6, and for the reasons set forth therein, a director or committee members who wishes to attend a meeting via electronic communication shall obtain authorization from, and shall make necessary technical arrangements with, the meeting's duly designated presiding officer. This should be done as far in advanced of the meeting as possible. In the event the available electronic communication capability is not sufficient to accommodate all directors or committee members who request such authorization, the meeting's presiding officer has sole authority to determine which director(s) or committee members may attend via electronic communication.

(3) A director or committee member may attend a regular or special meeting of the Board of Directors or Board Committee meeting by the means of electronic communication only if a majority of those directors attending the meeting are present in person unless the Chairman of the Board of Directors or the Chairman of the Board Committee determines that compelling reasons exist that prevent the directors or the committee member from conducting the meeting in person in which case directors or committee members attending the meeting by electronic or telephone communications shall be deemed to be present at the meeting.

(4) Upon proper authorization, a majority of directors then holding office and/or members of the committee and attending either in person or by electronic communication or telephone communication shall constitute a quorum.

(b) If a Director Quorum is present at any Board Meeting, then:

(1) In descending priority, the following Officers may preside at the Board Meeting; Chairman, Vice-Chairman, Secretary/Treasurer, Assistant Secretary/Treasurer; and

(2) If no Officer is present, or desires to preside over any Board Meeting, then the Directors attending the Board Meeting shall elect a Director to preside over the Board Meeting.

(Amended at 2022 Annual Member Meeting)

ARTICLE VI
Officers

Section 1. Member.

Except as provided in Section 8 of this Article VI, the officers shall be current members of the Board of Directors. The officers of the Cooperative shall be a Chairman of the Board, Vice-Chairman of the Board, Secretary, Treasurer, and such other officers as may be determined by the board from time to time. The offices of Secretary and Treasurer may be held by the same person. (Amended at 2022 Annual Member Meeting)

Section 2. Election and Term of Office.
The officers shall be elected by a ballot annually by and from the board at the first meeting of the board held after each annual meeting of members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the board following the next succeeding annual meeting of the members or until his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the board for the unexpired portion of the term.

Section 3. Removal of Officers and Agents by the Board.
Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Cooperative will be served thereby. Removal shall require a two-thirds vote of those directors then holding office. (Amended at 2022 Annual Member Meeting)

Section 4. Chairman of the Board.
The Chairman of the Board shall:

(a) be the principal executive officer of the Cooperative and, unless otherwise determined by the members of the board, shall preside at all meetings of the members and the board;

(b) sign, with the Secretary, certificates of membership; and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) in general perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the board from time to time.

Section 5. Vice-Chairman of the Board.
In the absence of the Chairman of the Board, or in the event of his inability or refusal to act, the Vice-Chairman of the Board shall perform the duties of the Chairman of the Board, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board. The Vice-Chairman of the Board shall also perform such other duties as from time to time may be assigned to him by the board.

Section 6. Secretary.
The Secretary shall be responsible, either personally or by delegation, for:

(a) keeping the minutes of the meetings of the members and of the board in books provided for that purpose;

(b) seeing that all notices are duly given in accordance with these bylaws or as required by law;

(c) the safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all certificates of membership prior to the issue thereof, and to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these bylaws;

(d) keeping a register of the names and post office addresses of all members;

(e) signing, with the Chairman of the Board, certificates of membership;

(f) keeping on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Cooperative, furnishing a copy of the bylaws and of all amendments thereto to any member upon request; and

(g) making and verifying a report each year in writing to the Secretary of State of the State of Illinois upon the forms prescribed for that purpose giving the address of the Cooperative, and the names and addresses of the officers and directors;

(h) in general performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the board.

Section 7. Treasurer.

The Treasurer shall be responsible, either personally or by delegation, for:

(a) custody of all funds and securities of the Cooperative;

(b) the receipt of and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these bylaws; and

(c) the general performance of duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the board.

Section 8. President and Chief Executive Officer.

The board may appoint a President and Chief Executive Officer who may be, but who shall not be required to be, a member of the Cooperative and who shall not be required to be a director as shall be the case with the other officers. The President shall be the Chief Executive Officer of the Cooperative and shall perform such duties and shall exercise such authority as the board may from time to time vest in such person.

Section 9. Bonds of Officers.

The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall be bonded in such sum and with such surety as the board shall determine. The board in its discretion may also require any other officer, agent or employee of the Cooperative to be bonded in such amount and with such surety as it shall determine.

Section 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 with respect to compensation for a director and close relatives of a director.

Section 11. Reports.

The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII
Non-Profit Operation

Section 1. Interest or Dividends on Capital Prohibited.

The Cooperative shall at all times be operated on a Cooperative non-profit basis for the mutual benefit of its patrons. No interest or

dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

Section 2. Patronage Capital in Connection with Furnishing Electric Energy, Electric Distribution Services, Associated Services and/or Telecommunications/ Broadband Service.

In the furnishing of electric energy, electric distribution services, and ancillary services associated therewith and/or telecommunications/ broadband service referred to generally as cooperative services, the Cooperative's operations shall be so conducted that all members will through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis the Cooperative is obligated to account on a patronage basis to all its members for all amounts received and receivable from the furnishing of electric energy associated services, and/or telecommunications/broadband service. All such 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 members as capital. The Cooperative is obligated to pay by credits to a capital account for each member all such amounts in excess of operating costs and expenses with a separate allocation for amounts received by the Cooperative from members for the furnishing of electric energy, electric distribution services and services associated therewith and a separate allocation for amounts received by the cooperative from members for the furnishing of telecommunications/ broadband and services associated therewith. The allocations shall be on a basis established by the Board of Directors subject to the rules and regulations adopted by the Board of Directors. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and edited in an appropriate record to the capital account of each member and the Cooperative shall within a reasonable time after the close of the fiscal year notify each member of the amount of capital so credited to his or her account; PROVIDED, that individual notices of such amounts furnished by each member shall be communicated to the member in a manner as required by the United States Government, acting by and through the Internal Revenue Service or any successor agency. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital. When making the foregoing allocation of patronage capital, any excess of costs and expenses over amounts received by the Cooperative from all operations of the Cooperative associated with the furnishing of electric energy and associated services and from all operations of the Cooperative associated with the furnishing of telecommunications/ broadband service and associated services may, insofar as permitted by law, and as established by the Board of Directors subject to the rules and regulations adopted by the Board of Directors be used to offset all current or future amounts received by the Cooperative from all operations of the Cooperative, including the furnishing of electric energy and/or telecommunications/broadband service and services associated therewith. In making such allocation, the Cooperative shall first apply any excess of cost and expenses over amounts received

by the Cooperative from the furnishing of electric energy, associated services and/or telecommunications/broadband service and associated services before utilizing any excess of costs and expenses over amounts received by the Cooperative from all other operations of the Cooperative. (Amended at 2024 Annual Member Meeting)

Section 3. Capital in Connection with Other Operations.
All other amounts received by the Cooperative from all operations of the Cooperative, other than the furnishing of electric energy in excess of costs and expenses associated with such other operations may, insofar as permitted by law, be used to offset any losses incurred during the current or any prior fiscal year, resulting from the furnishing of electric energy and associated services and/or telecommunications/broadband and associated services or any other operations or to meet operating costs and expense chargeable against the furnishing of electric energy. All amounts not otherwise used shall be allocated to its patrons on a basis established by the board of directors, and any amount so allocated shall be included as part of the capital credited to the accounts of patrons, as herein provided.
(Amended at 2024 Annual Member Meeting)

Section 4. Distribution of Capital Credits.
In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account to property rights of members. If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of the Cooperative will not be impaired thereby the capital credits to patrons' accounts may be retired in full or in part. Any retirements prior to dissolution or liquidation of capital furnished prior to January 1, 1996, shall be made in order of priority according to the year in which the capital was furnished and credited, with the capital first received by the Cooperative being the first retired, subject to the rules and regulations adopted by the Board of Directors pursuant to this section. Any retirements prior to dissolution or liquidation, of capital furnished after December 31,1995, shall be made pursuant to the method, basis, priority, and order established by the Board of Directors, subject to the rules and regulations adopted by the Board of Directors pursuant to this section. The Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion ("power supply portion") of capital credits to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by an organization furnishing electric service to the Cooperative. Such rules shall (a) establish a method for determining the power supply portion of capital credited each patron for each patron for each applicable fiscal year, (b) provide for separate identification on the Cooperative's books of the power supply portion of capital credited to the Cooperative's patrons, (c) provide for appropriate notifications to patrons with respect to the power supply portion of capital credited to their accounts and (d) preclude a general retirement of the power supply portion of capital credited to patrons for any fiscal year prior to the general retirement of other capital credited to patrons for any prior fiscal year.
(Amended at 2022 Annual Member Meeting)

Section 5. Assignment, Set-off and Bankruptcy.
Capital credited to the account of each member may be assigned on the books of the Cooperative pursuant to written instruction from the member and only to successors in interest or successors in occupancy in all or a part of such member's premises served by the Cooperative or to such other lawful designee pursuant to policies of general application adopted by the Board of Directors pursuant to this section. The capital provided by members shall also serve as security for payment of debts the patron member may owe to the Cooperative and members acknowledge that they are not entitled to receive any distribution of capital credits unless all debts to the Cooperative have been paid in full and, before any capital credits are distributed, the Cooperative shall deduct therefrom any amounts still due and owing the cooperative by any member, together with interest at the highest rate allowable by law. In the event a member becomes bankrupt, the Board of Directors is authorized to negotiate a resolution of the bankrupt member's capital credit accounts, including the possible distribution of capital credits, provided that any resolution or distribution shall be made on a discounted basis and shall not impair the financial condition of the Cooperative. (Amended at 1999 Annual Member Meeting)

Section 6. Distribution Upon Death of a Natural Person.
Notwithstanding any other provision of these bylaws, the board at its discretion, shall have the power at any time upon the death of any patron, who was a natural person, if the patron's legal representative requests in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the board, acting under policies of general application, and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired by such retirement.

Section 7. Forfeiture of Capital Credits.
Both during the time that a person is a member of the Cooperative and at all times after ceasing to be a Cooperative member, it shall be a member's duty to keep the Cooperative apprised of the member's current mailing address for the purpose of paying any capital credits that may be authorized by the Board of Directors from time to time. If the Cooperative cannot contact the member at the address listed by the member, the Cooperative shall publish a notice of its intention to recover any unclaimed capital credits, patronage refunds, utility deposits, membership fees, account balances, or book equity for the member or former member in a newspaper of general circulation printed in the County in which the member or former member listed as his or her address.

Such notice shall state the member's name and an approximate amount of the member's interest and that if no proper claim is filed by the member within sixty (60) days after the one-time publication of said notice, the Cooperative may credit against said account any amounts due and owing the Cooperative by said member and, the balance held by the Cooperative shall be subject to assignment to the Cooperative.

The failure of any member or former member to claim any cash retirement or capital credit or other payment within two years or such other time period established by law after payment had been made

available to such person will constitute an irrevocable assignment to the Cooperative and will give the Cooperative such capital credits or other payments. (Amended at 2022 Annual Member Meeting)

ARTICLE VIII
Disposition of Property/Mortgage and Encumbrance Authority/ Mortgage and Encumbrance Limit

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all, or substantially all, of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds of all the members of the Cooperative, and unless notice of such proposed sale, mortgage, lease, or other disposition or encumbrance shall have been contained in the notice of the meeting;

Provided, however, that notwithstanding anything hereinabove contained, the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of all or substantially all of the property, assets, rights, privileges, licenses, franchises or permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom, to secure any indebtedness of the Cooperative to (1) the United States of America or any instrumentality or agency thereof or, (2) Any other financing institution, agency or source approved by the board of directors of the Cooperative and any governmental entity, instrumentality or agency from which approvals is required, for the purpose of financing its members' programs, projects and undertakings, may be authorized in the following manner:

(a) When the outstanding indebtedness of the Cooperative secured by mortgages, deeds of trust, pledges, or encumbrances on the cooperative property does not exceed the mortgage and encumbrance limit established by paragraph (c) of Article VIII of the bylaws, inclusive of the proposed mortgage and encumbrance indebtedness, then the Board of Directors shall adopt a resolution approving such mortgages, deeds of trust, pledges or other encumbrances without further approval of the members.

(b) When the outstanding indebtedness of the Cooperative secured by mortgages, deeds of trust, pledges, or encumbrances on the cooperative property exceeds the mortgage and encumbrance limit established by paragraph (c) of Article VIII of the bylaws, inclusive of the proposed mortgage and encumbrance indebtedness, then the Board of Directors shall adopt a resolution recommending such mortgage, pledge or other encumbrance and directing that it be submitted to a vote at either an annual or special meeting of the members. A written or printed notice stating that the purpose or one of the purposes, of such meeting is to consider the mortgage, pledge or other encumbrance of all or substantially all the property and assets of the Cooperative shall be given to each member within the time and in the manner provided by the Cooperative's Bylaws for giving notice of meetings of the members. At such meeting, the members may authorize such mortgage, pledge or other encumbrance and fix, or may authorize the Board of Directors to fix any or all of the terms and conditions thereof and the consideration to be received by the Cooperative therefor. Such authorization shall require the vote of at least two-thirds of the votes entitled to be cast by the members

present or represented by proxy at such meeting. After such authorization by a vote of the members, the Board of Directors nevertheless, in its discretion, may abandon such mortgage, pledge or other encumbrance of assets, subject to the rights of third parties under any contracts relating thereto, without further action or approval by the members;

(c) For the purposes of Article VIII of the bylaws, the mortgage and encumbrance limit as approved by the members is $150,000,000.

Provided further that notwithstanding anything hereinabove contained, the Board of the Cooperative, may sell, lease or otherwise dispose of property, which in the judgment of the Board of Directors is not necessary or useful in the operation and maintenance of the Cooperative system or will not be necessary or useful in the future, provided, however, that such sales or property shall not in any one year exceed 10 per centum (10%) in value of the value of all property of the Cooperative;

And further provided that notwithstanding anything hereinabove contained the Board may, upon the authorization of a two-thirds vote of those members of the Cooperative present in person or represented by proxy at an annual or special meeting of the members thereof, sell, lease, or otherwise dispose of all or substantially all of the Cooperative's property to another Cooperative or foreign corporation doing business in the State of Illinois which is organized on a non-profit basis for the purpose of engaging in or furthering the cause of rural electrification or if such other Corporation is organized for the purpose of providing or acquiring electrical energy or providing services or facilities on a cooperative basis if written or printed notice stating that the purposes, or one of the purposes, of such meeting is to consider the sale, lease, or other disposition of all or substantially all of the Cooperative's property is given to each member within the time and the manner provided by the Bylaws of the Cooperative for the giving of notice of meetings of the members.
(Amended at 2024 Annual Member Meeting)

ARTICLE IX
Seal

The corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, Illinois."

ARTICLE X
Financial Transactions

Section 1. Contracts.
Except as otherwise provided in these bylaws, the board may authorize any officer or officers, agent or agents to enter into any contract to 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 2. Checks, Drafts, Etc.
All checks, drafts or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Cooperative shall be signed and/or countersigned by such officer or officers, agent or agents, employee or employees of the Cooperative

and in such manner as shall from time to time be determined by resolution of the board.

Section 3. Deposits.

All funds except petty cash, also known as working funds, of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the board may select. (Amended at 1999 Annual Member Meeting)

Section 4. Fiscal Year.

The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty-first day of December of the same year.

ARTICLE XI
Miscellaneous

Section 1. Membership in Other Organizations.

The Cooperative may, upon authorization of the board, become a member of or purchase stock in, any other organization when, in the judgment of the board, such activities will be beneficial to the regular members or associate members of the cooperative.
(Amended at 2024 Annual Member Meeting)

Section 2. Waiver of Notice.

Any member or director may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except in case a member or director shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Any member or director attending any meeting for the purpose of making such objection shall notify the Secretary prior to or at the beginning of the meeting of his or her objection. (Amended at 1999 Annual Member Meeting)

Section 3. Policies, Rules and Regulations.

The board shall have power to make and adopt such policies, rules and regulations, not inconsistent with law, the articles of incorporation or these bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative.

Section 4. Accounting System and Reports.

The board shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Utilities Service, a Department of the Department of Agriculture of the United States of America. The Board shall also 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 each fiscal year. A report of such audit shall be submitted to the members at the next following annual meeting. (Amended at 1999 Annual Member Meeting)

Section 5. Area Coverage.

The board shall make diligent effort to see that electric service is extended to all unserved persons within the Cooperative service area who (a) desire such service, and (b) meet all reasonable requirements established by the Cooperative as a condition of such service.

Section 6. Subscriptions.
Payment for electric energy shall include, for each member, a subscription to the RURAL HILIGHTS, or its successor publication, published by the Cooperative, and the ILLINOIS COUNTRY LIVING, or its successor publication, published by the Association of Illinois Electric Cooperatives.

ARTICLE XII
Amendments

Section 1. Articles of Incorporation Amendments.
The articles of incorporation of the Cooperative may be amended from time to time in the following manner:

(a) the board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members, which may be either a regular annual meeting or a special meeting;

(b) written or printed notice setting forth the proposed amendment shall be given to each member within the time and in the manner provided in these bylaws for the giving of notice of meetings of members. If such meeting be a regular annual meeting, the proposed amendment may be included in the notice of such regular annual meeting;

(c) at such meeting a vote of the members shall be taken on the proposed amendment and the proposed amendment shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of those members entitled to vote and present in person or represented by proxy at annual or special meeting.

After the adoption of the proposed amendment, or amendments, the board shall authorize the proper officers to take such further steps as may be required by law to effectuate the proposed amendment or amendments to the articles of incorporation.
(Amended at 2024 Annual Member Meeting)

Section 2. Bylaw Amendments.

(a) These bylaws may be altered, amended or repealed by a vote of the majority of the members entitled to vote and present, or represented by proxy, at any annual or special meeting of the members of the Cooperative called for that purpose.

(b) The Board of Directors may sponsor or propose bylaw amendments to be considered at a Member Meeting;

(c) Any bylaw proposed by Members:

(1) must be sponsored by, and accompanied by a dated petition containing the printed names, addresses, and the original dated Member signatures obtained within sixty (60) days of the petition date, of at least ten percent (10%) of the total membership of the Cooperative as determined from the Cooperative's Membership Listing and which Members are entitled to vote on the bylaw amendment; and

(2) must be delivered to, and received by, the Cooperative at least ninety (90) business days prior to the Member Meeting at which the members will be requested to consider the proposed bylaw amendment; and

(3) must be determined by the Board of Directors, after review, to be lawful; and

(4) after any proposed bylaw amendment has been determined to be lawful by the Board of Directors for consideration at a

Member Meeting, the proposed bylaw amendment shall not be altered, modified, or amended.

(d) Notice of any Member Meeting at which members will consider a proposed bylaw amendment must state that the purpose or one of the purposes, of the Member Meeting is to consider the proposed bylaw amendment and contain, or be accompanied by, a copy and explanation of the proposed bylaw amendment. After notice of a proposed bylaw amendment, a bylaw amendment may not be changed, modified or amended nor shall a new amendment be in order. (Amended at 2024 Annual Member Meeting)

Section 3. State Statute Precedence.

In any case where these bylaws are less strict than the State of Illinois statutes under the General Not-for-Profit Corporation Act, the State of Illinois statutes under the General Not-for-Profit Corporation Act will take precedence.

Section 4. Amendment Restrictions.

No Amendment shall be made to the Articles of Incorporation or the Bylaws which shall prejudice, alter or restrict any rights of any member under any contract described in Article I, Section 6(c) of the Bylaws which was in force prior to such amendment. No amendment to this Section 4 shall allow any such amendment to any such contract without the consent of the member that is a party to such contract. (Amended at 2002 Annual Member Meeting)

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Statement of Nondiscrimination

"Rural Electric Convenience Cooperative Co. is the recipient of Federal financial assistance from the Rural Utilities Service, agency of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, age, or handicap shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is the President and Chief Executive Officer. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U.S. Department of Agriculture, Washington, D.C. 20250; or the Administrator, Rural Utilities Service, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

1939 Bylaws adopted
1968 Bylaws replaced
1999 Bylaws amended
2002 Bylaws amended
2005 Bylaws amended
2012 Bylaws amended
2022 Bylaws amended
2024 Bylaws amended
2025 Bylaws amended

Revised June 12, 2025

Values Statement

- **Members:** We value member/owners as the reason our cooperative exists.
- **Quality Service:** We value providing quality and reliable power in a professional, fair and friendly manner.
- **Employees:** We value employees who are honest, motivated, committed to teamwork and empowered to serve the membership.
- **Safety:** We value safety for our members and employees.
- **Integrity:** We value integrity and character in ALL we do.
- **Community:** We value improving the quality of life for our communities.
- **Website:** Find us on the web at recc.coop or contact us by email at recc@recc.coop

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(217) 438-6197

Rural Electric
Convenience Cooperative