

BYLAWS
OF
COOKSON HILLS ELECTRIC COOPERATIVE, INC.

Article I - Definitions

SECTION 1.01 – **General Provisions.** Within these Bylaws of Cookson Hills Electric Cooperative, Inc., as currently existing or as later amended (“Bylaws”):

1. Unless otherwise provided, words and phrases used in these Bylaws have their customary and ordinary meaning;
2. The singular use of any word includes the plural use, and the plural use of any word includes the singular use;
3. The masculine use of any word includes the feminine and neutral uses, the feminine use of any word includes the masculine and neutral uses, and the neutral use of any word includes the masculine and feminine uses;
4. The present tense of any word includes the past and future tenses, and the future tense of any word includes the present tense; and
5. The words “shall” or “must” indicate a mandatory action or requirement, and the word “may” indicates a permissive action or requirement.

Article II - Cooperative Membership

SECTION 2.01 - **Membership Eligibility.** Any (1) natural person, (2) firm, (3) association, (4) corporation, (5) business trust, (6) partnership, (7) limited liability company, (8) state, state agency, or state political subdivision, (9) the United States of America, or any federal agency or federal political subdivision, or (10) other body politic (collectively, “Person”) as required or allowed by Law, connected to the electrical system of or utilizing the physical plant of Cookson Hills Electric Cooperative, Inc. (“Cooperative”) which reasonably allows the furnishing, or receiving, of electric power (collectively, “Cooperative Services”) is eligible to become a Member.

No Person may hold more than one (1) Cooperative membership. Unless required by Law or otherwise provided in these Bylaws, and unless allowed in writing by the Cooperative’s board of trustees (“Board”), no Cooperative membership, and no right or privilege associated with Cooperative membership, may be sold, purchased, assigned, or otherwise transferred.

SECTION 2.02 - **Membership Procedure.** Any Person seeking to become a Member (“Applicant”) must complete the following procedures (“Membership Procedures”):

1. Before using, receiving, or purchasing any Cooperative Service, complete a written

membership application provided by the Cooperative in which the Applicant agrees, in writing, to:

a. Comply with:

(i) All applicable law and legally binding agreements regarding the:

- (1) Cooperative;
- (2) Cooperative's operation;
- (3) Cooperative's Assets;
- (4) Cooperative's Members; and
- (5) Provision, use, receipt, and purchase of Cooperative Services,

including, but not limited to, all applicable:

- (1) Legislative, executive, administrative, and judicial statutes, case law, regulations, ordinances, rulings, or orders;
- (2) Local, state, and federal statutes, case law, regulations, ordinances, rulings, or orders;
- (3) Contractual provisions legally enforceable by, or against, the Cooperative; and
- (4) Legally binding contracts between the Cooperative and the Applicant or Member (collectively, "Law");

(ii) The Cooperative's Articles of Incorporation ("Articles");

(iii) These Bylaws;

(iv) The Cooperative's service rules and regulations;

(v) National Electrical Code;

(vi) National Electrical Safety Code;

(vii) The Cooperative's rate or price schedules; and

(viii) Any policy, resolution, action, or amendment adopted by the Cooperative's board of trustees ("Board") or membership; as any of these materials currently exist, or as later amended, (collectively, "Governing Documents"); and

b. Be a Member; and

c. At prices, rates, or amounts determined by the Board, and in a manner specified by the Cooperative, pay the Cooperative for all:

(i) Cooperative Services used, received, or purchased:

(1) By the Member; or

(2) At, or for, any dwelling or structure owned, controlled, or directly occupied by the Member; and

- (ii) Dues, assessments, fees, deposits, contributions, or other—amounts required by these Bylaws or the Board; and
 - (iii) Dues, assessments, fees, deposits, contributions, or other amounts required by Law;
2. Complete any additional or supplemental document or contract required by the Board for the Cooperative Service which the Applicant is seeking to use, receive, or purchase;
 3. Pay the Cooperative any dues, assessment, fee, deposit, contribution, or other amount required by these Bylaws or the Board;
 4. Pay the Cooperative any dues, assessment, fee, deposit, contribution, or other amount required by Law; and
 5. Unless waived in writing by the Board, or waived pursuant to Board policy generally applicable to all Applicants, pay the Cooperative any outstanding amounts owed the Cooperative by the Applicant.

SECTION 2.03 - Automatic Membership. Unless the Board determines otherwise as provided in these Bylaws, upon:

1. Completing the Membership Procedure to the Cooperative’s satisfaction; and
 2. Using, receiving, or purchasing any Cooperative Service,
- an Applicant automatically becomes a member of the Cooperative effective the date the Applicant began using, receiving, or purchasing a Cooperative Service (“Member”).

The Cooperative may issue membership certificates to each Member in a manner, method, and form determined by the Board.

If the Board determines that any 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 any 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.

SECTION 2.04 - Membership Agreement. Every Member shall follow, abide by, and be legally bound to, the Governing Documents. As provided in these Bylaws, the Cooperative may terminate any Member or Cooperative Service for the Member’s failure to follow, abide by, or be legally bound to, the Governing Documents.

By becoming a Member, each Member acknowledges that:

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

SECTION 2.05 - **Joint Membership.** As provided in this Bylaw, two or more persons may apply for joint membership in the Cooperative ("Joint Membership").

- A. *Creating Joint Memberships.* By jointly signing and executing a membership application, and by jointly completing the Membership Procedures, two or more persons exclusively may apply for Joint Membership. By written request, and by jointly executing a new membership application, any Member may apply to convert their individual membership to a Joint Membership.
- B. *Joint Member Rights and Obligations.* Unless denied membership as provided by these Bylaws, and unless otherwise specified by these Bylaws, each natural person comprising a Joint Membership ("Joint Member") has and may enjoy all the rights, benefits, and privileges, and is subject to all the obligations, requirements, and liabilities, of being a Member; provided, however, if a joint member is otherwise already qualified to vote, the member may not cast more than one vote. As used in these Bylaws, and unless otherwise provided in these Bylaws, Membership includes any Joint Membership, and Member includes any Joint Member.
- C. *Effect of Joint Member Actions.* For each Joint Membership:
 1. Notice of any meeting provided to either Joint Member, or waiver of notice of any meeting signed by either Joint Member, constitutes notice or waiver of notice for both Joint Members comprising the Joint Membership;
 2. The presence of either Joint Member at any meeting:
 - a. Constitutes the presence of one (1) Member at the meeting;
 - b. Waives notice of the meeting for both Joint Members comprising the Joint Membership;
 - c. The suspension or termination of either Joint Member constitutes suspension or termination of both Joint Members; and
 - d. A Joint Member otherwise qualified is eligible to serve as a member of the Board ("Trustee"). If both Joint Members are otherwise qualified to serve as a Trustee, then either Joint Member, but not both Joint Members simultaneously, is eligible to serve as a Trustee.
 - e. Only one (1) joint member may vote on any matter.
- D. *Joint Membership Conversion and Termination.* Upon the death, divorce, or legal separation between Joint Members:

1. If one (1) Joint Member continues to legally use, receive, or purchase a Cooperative Service at the same location, then the Joint Membership converts to a membership in the name of the Joint Member continuing to legally use, receive, or purchase a Cooperative Service at the same location;
2. If both Joint Members continue to legally use, receive, or purchase a Cooperative Service at the same location, then the Joint Membership converts to a membership in the name of the Joint Member determined by the Cooperative; or
3. If neither Joint Member continues to legally use, receive, or purchase a Cooperative Service at the same location, then the Joint Membership terminates.

SECTION 2.06 - 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.

After providing the Member reasonable notice and an opportunity to comment orally or in writing, the Cooperative may suspend or terminate provision of any Cooperative Services to any Member.

Upon:

1. Determining that a Member has tampered or interfered with, damaged, or impaired any product, equipment, structure, or facility furnished or used by the Cooperative to provide, monitor, measure, or maintain any Cooperative Service ("Cooperative Equipment") then without providing the Member notice or an opportunity to comment, the Cooperative may suspend the Member, and may suspend or terminate provision of Cooperative Services to the Member.

Upon:

1. Discovering the unsafe condition of any Cooperative Equipment; or
2. Discovering any imminent hazard or danger posed by any Cooperative Equipment; then without providing the Member notice or an opportunity to comment, the Cooperative may suspend or terminate provision of Cooperative Services to the Member.

SECTION 2.07 - Purchase of Cooperative Services. As required or allowed by Law, and unless otherwise specified in writing by the Board, each Member shall use, receive, or purchase Cooperative Services from the Cooperative. Each Member shall comply with, and abide by, any policy, program, rule, procedure, or other determination promulgated by the Board regarding the provision of Cooperative Services to the Member.

- A. *Payments to Cooperative.* At prices, rates, or amounts determined by the Board, and in a manner specified by the Cooperative, each Member shall pay the Cooperative for all:
1. Cooperative Services used, received, or purchased:
 - a. By the Member; or
 - b. At, or for, any dwelling or structure owned, controlled, or directly occupied by the Member; and
 2. Dues, assessments, fees, deposits, contributions, or other amounts required by Law, these Bylaws, or the Board.
- B. *Interest and Late Payment Fees.* As determined by the Board, Members shall pay interest, compounded periodically, and late payment fees for all amounts owed, but not timely paid, to the Cooperative. Notwithstanding the Cooperative's accounting procedures, the Cooperative may apply all amounts paid by any Member to all of the Member's accounts on a pro rata basis, or as otherwise determined by the Board.

SECTION 2.08 - Member Grant of Property Rights. When Cooperative Services have been requested by a Member, each Member shall: as determined or required by the Cooperative:

1. provide the Cooperative temporary, or permanent, safe and reliable access to, and use of, any portion of; and
2. upon request from, and without charge to, the Cooperative, grant and convey, and execute any document requested by the Cooperative to grant and convey, to the Cooperative any written or oral easement, right-of-way, license, or other property interest in

any real or personal property in which the Member possesses any legal right and which is reasonably necessary to:

1. purchase, install, construct, inspect, monitor, operate, repair, maintain, remove, or relocate any Cooperative Equipment to be used for said Member;
2. provide, monitor, measure, or maintain any Cooperative Services to be used for said Member;
3. satisfy or facilitate any obligation incurred, or right granted, by the Cooperative regarding the use of Cooperative Equipment to be used for said Member; or
4. safely, reliably, and efficiently provide any Cooperative Services.

No Member shall tamper or interfere with, damage, or impair any Cooperative Equipment. Unless

otherwise determined by the Board, the Cooperative owns all Cooperative Equipment. Each Member shall protect all Cooperative Equipment, and shall install, implement, and maintain any protective device or procedure required by the Cooperative.

Each Member shall comply with any procedure required by the Cooperative regarding the provision of any Cooperative Service to any Member.

SECTION 2.09 - Indemnification. As requested by the Board, each Member shall indemnify the Cooperative for, and hold the Cooperative harmless from, any expenses, costs, liabilities, or damages, including reasonable attorney fees and legal expenses, incurred by the Cooperative, or by any Cooperative Trustee, Officer, employee, agent, representative, or contractor, because of any property damage, personal injury, or death resulting from the Member's negligence or failure to comply with the Governing Documents.

SECTION 2.10 - Member Suspension. The Cooperative may suspend Members as-provided in this Bylaw and allowed by Law.

- A. *Suspension Reasons.* The Cooperative may suspend a Member if the Member:
1. Fails to timely pay any amounts due the Cooperative;
 2. Fails to timely comply with the Governing Documents;
 3. For six (6) consecutive months, ceases using, receiving, or purchasing any Cooperative Service;
 4. For six (6) consecutive months, ceases using, receiving, or purchasing electric power provided by the Cooperative;
 5. Dies, legally dissolves, or legally ceases to exist; or
 6. Voluntarily requests suspension; or as otherwise provided in these Bylaws, or for other good cause determined by the Board (collectively, "Suspension Reason").
- B. *Notice and Comment.* Upon a Member's voluntary request for suspension, or, unless otherwise provided in these Bylaws, if the Cooperative, following the occurrence of a Suspension Reason other than a Member's voluntary request for suspension:
1. Provides the Member at least fifteen (15) days prior written notice of the Member's possible suspension and the underlying Suspension Reason; and
 2. Notifies the Member that the Member has, and allows the Member, at least five (5) days after the effective date of the notice to comment upon the Suspension Reason, either orally or in writing, then unless otherwise determined by the Board in good faith, the Member is suspended.

Any written suspension notice provided by mail must be mailed first-class or certified mail to the Member's most current address shown on the Membership List. Unless otherwise determined by the Board, a partnership-Member continuing to use, receive, or purchase a Cooperative Service is not automatically suspended upon the death of any partner, or

following any other alteration in the partnership. A partner leaving a partnership-Member remains liable to the Cooperative for any amounts owed to the-Cooperative by the partnership-Member at the time of the partner's departure.

C. *Effect of Member Suspension Upon Cooperative.* Upon a Member's suspension: and other than the Cooperative's:

1. Obligation to retire and refund Capital Credits and Affiliated Capital Credits; and
2. Obligations regarding the Cooperative's dissolution,

the:

1. Cooperative's duties, obligations, and liabilities imposed by these Bylaws for the Member cease; and
2. Cooperative may cease providing any Cooperative Service to the Member.

D. *Effect of Member Suspension 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 suspended Member forfeits and relinquishes all rights provided in the Governing Documents. In particular, a suspended Member forfeits and relinquishes any voting rights provided by these Bylaws. A suspended Member, however, remains subject to all obligations imposed by the Governing Documents.

E. *Lifting of Suspension.* Unless otherwise determined by the Board in good faith, a Member's suspension is automatically lifted upon the Member rectifying, to the Cooperative's reasonable satisfaction, the underlying Suspension Reason within ten (10) days of the suspension. The Board may lift any Member suspension for good cause as determined by the Board.

SECTION 2.11 - Member Termination. Upon approval by the Board in good faith, and as allowed by Law, a suspended Member is terminated. Termination of a Member does not release the former Member from any debts, liabilities, or obligations owed the Cooperative. Upon a Member's termination from the Cooperative, and after deducting any amounts owed the Cooperative, the Cooperative shall return to the Member any membership fee or deposit paid by the Member.

SECTION 2.12 - Membership List. The Cooperative, or the Cooperative's agent, shall maintain a Membership List. The Membership List shall contain names and addresses of all Members, the number of votes each Member is entitled to cast, and, whenever appropriate, financial information regarding the Member.

The Membership List is confidential and proprietary, and constitutes a trade secret of the Cooperative. The Membership List is available for review by a Member only under the following procedures:

1. The Member must submit to the Cooperative in a form required by the Cooperative a written request to review the List and must specify in writing the reason or reasons why the Member desires to review the Membership List.
2. The Board of Trustees shall consider the written request by the Member to determine whether the stated reasons set forth in the written request constitute legitimate, proper, and appropriate reasons to disclose the confidential, proprietary, trade secret information.
3. In the event the Board of Trustees determines that the reason or reasons set forth in the written request are legitimate, proper, and appropriate, the Member will be requested to sign a written agreement prepared by the Cooperative confirming that the Membership List is confidential, proprietary, and constitutes a trade secret, and confirming that the Member recognizes and understands the special nature of the information and that the Member will agree that he or she will not violate the special nature of this restricted information. Among other things, the written consent of the Board of Trustees, the Member will not disclose to any other person the information in the Membership List and/or to provide the Membership List or any portion of the List to any other person.
4. Within thirty (30) days after receipt of the written agreement, the Cooperative will contact the Member to arrange a convenient time for the Member to review the Membership List. The time scheduled for the review of the Membership need not be within the thirty (30) day time period.
5. A copy of the Membership List or any portion thereof may be made available to the Member under the following limited circumstances:
 - a. A written request is submitted by the Member as set forth in (1) above.
 - b. Consideration and approval of the written request by the Board of Trustees as described in (2) above.
 - c. Execution of a written agreement as described in (3) above.
 - d. Payment by Member of the Cooperative's costs and expenses involved in producing the requested Membership List.
 - e. Express written agreement by Member that without the express written consent of the Board of Trustees, the Member will not disclose to any other person the information in the Membership List and/or to provide the Membership List or any portion of the List to any other person.
 - f. Within thirty (30) days after review of the written request, the written

agreement, and payment of cost and expenses, the Cooperative will contact the Member to arrange a convenient time for the Member to review the copy of the Membership List need not be within the thirty (30) day time period.

SECTION 2.13 - Member Liability. A Member is generally not liable to third parties for the Cooperative's acts, debts, liabilities, or obligations. A Member, however, may become liable to the Cooperative as:

1. Provided in these Bylaws; or
2. Otherwise agreed to by the Cooperative and Member.

Article III - Meeting of Members and Member Voting

SECTION 3.01 - Annual and District Member Meetings.

Within a county in which the Cooperative provides electric service related to providing electric power to Members, the Cooperative:

1. shall annually hold a meeting of Members ("Annual Member Meeting"); and
2. shall hold district member meetings, as hereafter defined, as often as provided by these Bylaws ("District Member Meetings"),
(collectively hereafter referred to as "Member Meetings").

The Board shall determine the date, time, and location of the Member Meetings.

At the Annual Member Meeting, the President and Treasurer shall provide a written report, or oral presentation, regarding the Cooperative's activities and financial condition. The Cooperative's failure to hold an Annual Member Meeting does not affect any action taken by the Cooperative.

SECTION 3.02 - Notice of Member Meetings. As directed by the President, Secretary, or any Officer properly calling a Member Meeting, the Cooperative shall deliver written notice of the Member Meeting:

1. Personally or by mail;
2. To all Members entitled to vote at the Member Meeting;
3. Indicating the date, time, and location of the Member Meeting;
4. At least ten (10), but no more than twenty-five (25), days prior to the Member Meeting; and
5. For any Annual Member Meeting, describing any matter to be considered, or voted or acted upon, at the Annual Member Meeting.

If mailed, notice of a Member Meeting is delivered when deposited in the United States Mail in a sealed envelope with prepaid postage affixed and addressed to a Member at the Member's address shown on the Membership List.

The inadvertent and unintended failure of any Member to receive notice of any Member Meeting shall not affect any action taken at the Member Meeting.

SECTION 3.03 - Record Date. The Board may fix a date for determining the Total Membership and the Members entitled to (“Record Date”):

1. Notice of a Member Meeting; and
2. Vote at a Member Meeting.

The Record Date for determining the Total Membership and the Members entitled to notice of, or to vote at, a Member Meeting is the date upon which the Notice of the Member Meeting is mailed to the Members.

SECTION 3.04 - Member Meeting List. After fixing the Record Date for determining the Members entitled to notice of a Member Meeting, and through the Member Meeting, the Cooperative shall prepare, update, and maintain an alphabetical list (“Member Meeting List”) indicating:

1. Members entitled to notice of, and to vote at, the Member Meeting; and
2. The name of, address of, and number of votes entitled to be cast at the Member Meeting by each Member listed.

For communicating with other Members concerning the Member Meeting:

1. The Cooperative shall make the Member Meeting List available for inspection by any Member:
 - a. Beginning two (2) business days after the Cooperative provides notice of the Member Meeting, and continuing through the Member Meeting; and
 - b. At the Cooperative’s principal office, or at a reasonable place identified in the notice of the Member Meeting and location at which the Member Meeting will be held; and
2. Upon written demand and at a reasonable time during the period a Member Meeting List is available for inspection:
 - a. A Member, Member’s agent, or Member’s attorney may inspect the Member Meeting List and copy the Member Meeting List at the Member’s expense; or
 - b. If reasonable, as determined by the Cooperative, and upon paying the Cooperative a reasonable charge determined by the Cooperative, and upon paying the Cooperative a reasonable charge determined by the Cooperative covering the Cooperative’s labor and material cost of copying the Member Meeting List, the Cooperative shall provide a copy of the Member Meeting List to the Member, Member’s agent, or Member’s attorney

if:

- a. The written demand is made in good faith; and
- b. The Member Meeting List is not used for any commercial purpose, or sold to or purchased by, and Person.

The Cooperative shall make the Member Meeting List available at the Member Meeting. Any Member, Member's agent, or Member's attorney may inspect the Member Meeting List at any time during the Member Meeting.

Before acting as allowed under this Bylaw, a Member's agent or attorney must provide written evidence satisfactory to the Cooperative that the Member properly authorized the agent or attorney to act on the Member's behalf.

SECTION 3.05 – Annual Member Meeting Quorum. Five percent (5%) of the total membership entitled to notice as of the Record Date and who are present in person, or the minimum number required by the laws of the State of Oklahoma, whichever shall be larger, shall constitute a quorum for the Annual Member Meeting of the members.

If less than a Quorum of the Members are present at any Annual Member Meeting, then the Board shall adjourn the Annual Member Meeting to the next ensuing meeting of the full membership.

SECTION 3.06 - Member Voting. Upon presenting identification or proof of Cooperative membership as reasonably required by the Cooperative, and regardless of the value or quantity of Cooperative Services used, received, or purchased, each non-suspended Member may cast one (1) vote on any matter for which the Member is entitled to vote. Individuals voting on behalf of non-natural person Members must present evidence satisfactory to the Cooperative that the individual is duly authorized to vote for the non-natural person Member.

At any Member Meeting, the individual presiding over the Member vote may require the Members to vote by voice. If the individual presiding over the Member vote determines, in good faith, that a written vote is required to determine the vote results, then the Members shall vote by written ballot ("Member Meeting Written Ballot").

SECTION 3.07 - Member Voting by Member Proxy. There shall be no voting by proxy.

SECTION 3.08 - Member Meeting Order of Business. The Board shall determine the agenda and order of business for Member Meetings.

Article IV - Board of Trustees

SECTION 4.01 - Trustee Districts. The Members may equitably divide the general area in which Members are located or reside ("Cooperative Service Area") into seven (7) districts

("Trustee Districts").

Trustee Districts will be as follows:

District No. 1

All Cooperative Service are located in Sequoyah County, Oklahoma as follows:

T13N R27E; T12N R27E; T11N R27E; T10N R27E; T13N R26E; T12N R26E; T11N R26E; T10N R26E; and
SECTIONS 1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36 T13N R25E and
SECTIONS 1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36 T12N R25E and
SECTIONS 1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36 T11N R25E and
SECTIONS 1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36 T10N R25E and
All of Adair County, Oklahoma and all of the State of Arkansas

District No. 2

All townships and sections in Sequoyah County, Oklahoma pertaining to:

T13N R23E; T12N R23E; T11N R23E; T10N R23E; T13N R22E; T12N R22E; T11N R22E; T13N R21E; T12N R21E; T11N R21E

District No. 3

All townships and sections in Sequoyah County, Oklahoma pertaining to:

T13N R24E; T12N R24E; T11N R24E; T10N R24E and
SECTIONS 4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33 T13N R25E and
SECTIONS 4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33 T12N R25E and
SECTIONS 4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33 T11N R25E and
SECTIONS 4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33 T10N R25E and
All of Cherokee County, Oklahoma

District No. 4

All townships and sections in Haskell County, Oklahoma pertaining to:

T10N R23E; T9N R23E; T11N R22E; T10N R22E; T9N R22E; T8N R22E; T7N R22E and
All of LeFlore County Oklahoma

District No.5

All townships and sections in Haskell County, Oklahoma pertaining to:

T11N R21E; T10N R21E; T9N R21E; T8N R21E; T7N R21E and
SECTIONS 12,13,14,15,22,23,24,25,26,27,33,34,35,36 T10N R20E and
SECTIONS 1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36 T9N R20E and
All of Latimer County Oklahoma

District No. 6

All townships and sections in Haskell County, Oklahoma pertaining to:

T8N R20E; T7N R20E; T10N R19E; T9N R19E; T8N R19E; T7N R19E; 10N R18E; T9N R18E;
T8N R18E and
SECTIONS 5,6,7,8,17,18,19,20,29,30,31,32 T9N R20E and
All of Pittsburg County, Oklahoma

District No. 7

All townships and sections in Muskogee County, Oklahoma

SECTION 4.02 - **Board.** The Cooperative shall have a Board consisting of:

1. One (1) natural person from each Trustee District elected by the Members located or residing in each respective Trustee District.

Except as otherwise provided by Law, the Articles, or these Bylaws:

1. All Cooperative powers must be exercised by the Board, or under the Board's authority; and
2. All Cooperative affairs must be managed under the Board's direction.

To the extent the Law, the Articles, or these Bylaws authorize any Person to exercise any power that the Board would otherwise exercise, the Person exercising the power has, and is subject to, the same duties, responsibilities, and standards of care of the Board.

SECTION 4.03 - **Trustee Qualifications.** Any Trustee or Trustee candidate must comply with this Bylaw.

A. *General Trustee Qualifications.* A Trustee or Trustee candidate must:

1. Be a natural person;
2. Have the capacity to enter legally binding contracts;
3. While a Trustee, or immediately prior to becoming a Trustee, not:
 - a. Be, nor have been, convicted of a felony; or

- b. Plead, nor have pled, guilty to a felony; and
- 4. Unless excused for good cause by the Board, attend at least three fourths (3/4) of all Board Meetings during any calendar year(:

(Collectively, “General Trustee Qualifications”).

B. *Membership Trustee Qualifications.* While a Trustee, and during the five (5) years immediately prior to becoming a Trustee, or Trustee candidate, a Trustee or Trustee candidate must:

- 1. Be a Member in good standing permanently residing in the Trustee District from which the Trustee is elected or chosen; and
- 2. Use, receive, or purchase a Cooperative Service at the Trustee’s primary residence;

C. *Conflict of Interest Trustee Qualifications.* While a Trustee, and during the one (1) year immediately prior to becoming a Trustee or Trustee candidate, a Trustee or Trustee candidate must not be, nor have been:

- 1. A Close Relative of any existing Trustee, other than an existing Trustee who will cease being a Trustee within one (1) year;
- 2. An existing, or a Close Relative of an existing, non-trustee Cooperative Officer, employee, agent, or representative;
- 3. Employed by, materially affiliated with, or share a material financial interest with, any other Trustee; or
- 4. Engaged in, nor employed by, materially affiliated with, or have a material financial interest in, any individual or entity:
 - a. Directly and substantially competing with the Cooperative; or
 - b. Selling goods or services in substantial quantity to the Cooperative, or to a substantial number of Members or
 - c. Possessing a conflict of interest with the Cooperative.

(Collectively, “Conflict of Interest Trustee Qualifications”).

D. No person shall be eligible to be a Trustee who currently is employed by the Cooperative or who was a former employee within the preceding five (5) years.

E. *Continuing Trustee Qualifications.* Only natural persons complying with the General Trustee Qualifications, Membership Trustee Qualifications, and Conflict of Interest Trustee Qualifications (collectively, “Trustee Qualifications”) may serve, or continue to serve, as a Trustee.

After being elected or appointed a Trustee, if any Trustee fails to comply with any Trustee

Qualification, as reasonably determined by the Board, then the Board is authorized to, and shall, immediately remove the Trustee at the next regularly scheduled board meeting. If at least a majority of Trustees authorized by these Bylaws comply with the Trustee Qualifications and approve a Board action, then the failure of any Trustee to comply with all Trustee Qualifications does not affect the Board action.

SECTION 4.04 - Trustee Elections.

- A. Each cooperative district shall be represented by one trustee. At a meeting of the board of Trustees, not less than sixty days preceding each annual meeting of the members, the Trustees shall fix a date which shall not be less than fourteen days or more than sixty days preceding the annual meeting of members for the holding of a district meeting of the members residing therein, for the purpose of electing by ballot a trustee to serve as a trustee of the cooperative. The board of Trustees shall call the meetings and cause notice of each District Member Meeting to be mailed by the Secretary, or the Secretary's appointee, to each member not less than ten days before the meeting, which call and notice shall indicate the district to which the member belongs. Each such District Member Meeting shall be called to order by the trustee representing the district, or in his absence, by such other persons as may be designated by the Board President. The members of the district shall then proceed to elect a chairman from the district, who shall be someone other than a trustee, and a secretary, who may or may not be a member of the district, each to act for the duration of the meeting. The presence of at least fifteen percent of the members of the cooperative residing in such district at such duly called district meeting shall constitute a quorum. The member in each voting district receiving the most votes at the election held at such district meeting shall be elected a trustee of the Cooperative to take office immediately following the ensuing annual meeting of members. The Chairman and the Secretary of each district meeting shall certify the minutes of the meeting and shall immediately deposit the same with the Secretary of the Cooperative and said minutes shall show the name of the person elected as Trustee by the district. If less than a quorum is present at any district meeting, a majority of those present may adjourn the meeting from time to time without further notice, and no action may be taken. The minutes of each meeting shall contain a list of the members present in person.

SECTION 4.05 - Trustee Terms. A Trustee's term is three (3) years ("Trustee Term"). The Cooperative shall stagger Trustee Terms by dividing the total number of authorized Trustees into groups of approximately equal number. Members, therefore, will annually elect an approximately equal number of Trustees.

Despite the expiration of a Trustee Term, the Trustee continues to serve until a new Trustee is elected, or a new Trustee is appointed by the Board as provided for in these Bylaws or until the number of Trustees is decreased. Unless otherwise provided in these Bylaws, the Trustee Term of a Trustee filling a vacant Trustee's position is the remaining unexpired Trustee Term of the vacant Trustee's position.

Beginning in the year 2000, Trustees representing Districts # 2, 4, and 6 will begin serving their first three-year term. In year 2001, Trustees representing Districts #1 and 3 will begin serving their first three-year term. In the year 2002, Trustees representing Districts # 5 and 7 will begin serving their first three-year term.

SECTION 4.06 - Trustee Resignation. A Trustee may resign at any time by delivering written notice of resignation to the Board. Unless the written notice of resignation specifies a later effective date, a Trustee's resignation is effective upon the Board's approval. If a Trustee's resignation is effective at a later date, and if the successor Trustee does not take office until the effective date of the Trustee's resignation, then the pending Trustee vacancy may be filled before the effective date of the Trustee's resignation.

SECTION 4.07 - Trustee Removal. Regarding any Trustee:

A. *Trustee Removal Petition.* As provided in this Bylaw, Members may request the removal of the Trustee from their district for committing any grossly negligent, fraudulent, or criminal act or omission significantly and adversely affecting the Cooperative. For each Trustee for whom removal is requested, Members of that district shall deliver to the President or Secretary a dated written petition ("Trustee Removal Petition"):

1. Identifying the Trustee;
2. Explaining the basis for requesting the Trustee's removal and identifying the grossly negligent, fraudulent, or criminal act or omission underlying the removal request; and
3. As Members existed on the Trustee Removal Petition date, containing the printed names, printed addresses, and original and dated signatures obtained within sixty (60) days of the Trustee Removal Petition date, of at least fifteen percent (15%) of the Members of the district entitled to elect the Trustee.

Within thirty (30) days following the President or Secretary receiving a Trustee Removal Petition:

1. The Cooperative shall forward a copy of the Trustee Removal Petition to the implicated Trustee; and
2. The Board shall meet to review the Trustee Removal Petition.

B. *District Member Meeting.* If the Board determines that the Trustee Removal Petition complies with this Bylaw, then the Cooperative shall notice and hold a District Member Meeting within sixty (60) days following the Board's determination. Notice of the District Member Meeting must state that:

1. A purpose of the District Member Meeting is to consider removing a Trustee; and

2. Evidence must be presented, and a District Member vote taken, regarding removing the Trustee.

If a Quorum of the District Members entitled to vote for the Trustee is present at the District Member Meeting, then the Trustee named in the Trustee Removal Petition:

1. Prior to any Member vote, must be presented evidence supporting the basis for removing the Trustee;
2. The Trustee may be represented by legal counsel, and must have the opportunity to refute, and present evidence opposing the basis for removing the Trustee; and
3. Following the Trustee's presentation, and following District Member discussion, the District Members entitled to vote for the Trustee must vote whether to remove the Trustee.

If a majority of District Members vote to remove the Trustee, then the Trustee is removed effective the time and date of the Member vote, and the position will be deemed vacant.

SECTION 4.08 - Trustee Vacancy. Unless otherwise provided in these Bylaws:

1. By the affirmative vote of a majority of the remaining Trustees, the Board may fill any vacant Trustee position, including any vacant Trustee position resulting from increasing the number of Trustees; and
2. Any Trustee elected by the Board to fill any vacant Trustee position shall serve the unexpired Trustee Term of the vacant Trustee position.

If a new Trustee does not take office until a Trustee vacancy occurs, then the Board may fill any Trustee vacancy that will occur, at a later specified date, before the vacancy occurs.

An individual elected to fill a vacant Trustee position must comply with the Trustee Qualifications. As used in this Bylaw, "vacant Trustee position" and "Trustee vacancy" include Trustee positions vacated due to an expired Trustee Term.

SECTION 4.09 - Trustee Compensation. Board Trustees shall not receive any salary for their services unless approved by the members of the cooperative. Board Trustees shall receive a "per diem", for attendance at all cooperative business, including but not limited to regular board meetings, committee meetings, and training courses, which have been authorized by the Board, based upon the "mean", or average, per diem paid to board members of other cooperative for attendance at "regular board meetings" as set forth in the National Rural Electric Cooperative Association's yearly NCS Supplemental Survey for the Region within which the State of Oklahoma is assigned. Trustees shall also be reimbursed for any travel and out-of-pocket expenses actually, necessarily, and reasonably incurred for attendance of all cooperative business as set forth above. No trustee shall receive compensation for serving the cooperative in any other capacity, provided, however, that active and retired Trustees, Trustees' spouses, and dependents, shall be provided the same liability, accident,

life, and health insurance benefits as employees. No member of the immediate family of an active Trustee shall receive compensation for serving the Cooperative, unless payment of the compensation shall be specifically authorized by a vote of the members, or the service by such person shall have been certified by the board as an emergency measure.

SECTION 4.10 - Trustee Conduct. Unless modified or prohibited by Law:

A. *Trustee Standard of Conduct.* A Trustee shall discharge the Trustee's duties, including duties as a Board Committee member:

1. In good faith;
2. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
3. In a manner the Trustee reasonably believes to be in the Cooperative's best interests.

B. *Trustee Reliance on Others.* Unless a Trustee possesses knowledge concerning a matter making reliance unwarranted, then in discharging a Trustee's duties, including duties as a Board Committee member, a Trustee may rely upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by:

1. One (1) or more Cooperative Officers or employees whom the Trustee reasonably believes to be reliable and competent in the matters prepared or presented;
2. Legal counsel, public accountants, or other individuals regarding matters the Trustee reasonably believes are within the individual's professional or expert competence; and
3. If the Trustee reasonably believes a Board Committee of which the Trustee is not a member merits confidence, then the Board Committee regarding matters within the Board Committee's jurisdiction.

C. *Trustee Liability.* If a Trustee complies with this Bylaw, then the Trustee is not liable to the Cooperative, any Member, or any other individual or entity for action taken, or not taken, as a Trustee.

SECTION 4.11 - Close Relative. As used in these Bylaws, the term "close relative" means an individual who:

1. Is, either by blood, law, or marriage, including half, step, foster, and adoptive relations, a spouse, child, grandchild, parent, grandparent, or sibling; or
2. Principally resides in the same residence;

("Close Relative"). Any individual properly qualified and elected or appointed to any position does

not become a Close Relative while serving in the position because of any marriage or legal action to which the individual was not a party.

Article V - Board Meetings and Trustee Voting

SECTION 5.01 - Regular Board Meetings. The Board shall regularly meet at the date, time, and location determined by the Board (“Regular Board Meeting”). Unless otherwise required by these Bylaws, the Board may hold Regular Board Meetings without notice. For good cause, the President may change the date, time, or location of any Regular Board Meeting.

Any Trustee not attending any Board Meeting at which the Regular Board Meeting date, time, or location is changed is entitled to receive notice of the Regular Board Meeting change at least two (2) days before the next Regular Board Meeting. All Trustees are entitled to receive notice of a President’s change in a Regular Board Meeting date, time, or location at least two (2) days before the changed Regular Board Meeting.

SECTION 5.02 - Special Board Meetings. The Board, the President, or at least three (3) Trustees may call a special meeting of the Board (“Special Board Meeting”) by providing each Trustee at least five (5) days’ prior written notice indicating the date, time, and location and purpose of the Special Board Meeting.

SECTION 5.03 - Conduct of Board Meetings. Unless otherwise provided in these Bylaws, any Regular Board Meeting or Special Board Meeting (“Board Meeting”) shall be:

1. Held in a Cooperative Service Area in which the Cooperative provides Cooperative Services; and
2. Conducted with absent Trustees participating, and deemed present in person, through any means of communication by which all Trustees participating in the Board Meeting may simultaneously hear each other during the Board Meeting.

If a Trustee Quorum is present at any Board Meeting, then:

1. In descending priority, the following Officers may preside at the Board Meeting: President, Vice-President, Secretary, Treasurer; and
2. If no Officer is present, or desires, to preside over any Board Meeting, then the Trustees attending the Board Meeting shall elect a Trustee to preside over the Board Meeting.

SECTION 5.04 - Waiver of Board Meeting Notice. At any time, a Trustee may waive notice of any Board Meeting by delivering to the Cooperative a written waiver of notice signed by the Trustee and later filed with the Board Meeting minutes or the Cooperative’s records. Unless a Trustee:

1. Upon arriving at a Board Meeting or prior to the vote on a particular matter, objects to lack of, or defective, notice of the Board Meeting or a matter being considered at the Board Meeting; and
2. Does not vote for, or assent to, an objected matter; then the Trustee's attendance at, or participation in, a Board Meeting waives notice of the Board Meeting and any matter considered at the Board Meeting.

SECTION 5.05 - Board Action by Written Consent. After an attempt is made to call all Trustees, the Board may, without a Board Meeting, take any action required, or permitted, to be taken at a Board Meeting if the action is:

1. Taken by a majority of the Trustees; and
2. Evidenced by one (1), or more, written consents ("Trustee Written Consent"):
 - a. Describing the action taken;
 - b. Signed by the consenting Trustee; and
 - c. Included with the Cooperative's Board Meeting minutes.

Unless the Trustee Written Consent specifies a different effective date, action taken by Trustee Written Consent is effective when the last Trustee signs the Trustee Written Consent. A Trustee Written Consent has the effect of, and may be described as, a Board Meeting vote.

SECTION 5.06 - Trustee Quorum and Voting. A quorum of Trustees is a majority of the Trustees in office immediately before a Board Meeting begins ("Trustee Quorum"). If a Trustee Quorum is present at the time a matter is voted or acted upon, and unless the vote of a greater number of Trustees is required, then the affirmative vote of a majority of Trustees present and voting is the act of the Board. An interested Trustee is not counted in determining whether a Trustee Quorum is present to vote or act upon any matter in which the Trustee is directly or indirectly interested.

SECTION 5.07 - Committees. The Board may create committees of the Board ("Board Committees") and appoint Trustees to serve on the Board Committees. Each Board Committee must consist of two (2) or more Trustees, and serves at the Board's discretion. The Board may create committees of the Members ("Member Committees") and appoint Members, including Trustees, to serve on the Member Committees.

- A. *Creation and Appointment of Committees.* Except as otherwise provided in these Bylaws, at least a majority of Trustees currently in office must approve the:
 1. Creation of any Board Committee or Member Committee;
 2. Appointment of Trustees to any Board Committee; and
 3. Appointment of Members to any Member Committee.
- B. *Conduct of Committee Meetings.* To the same extent as the Board and Trustees, the Bylaws addressing Regular Board Meetings, Special Board Meetings, Conduct of Board Meetings, Waiver of Board Meeting Notice, Board Action by Written Consent, and Trustee Quorum and Voting apply to Board Committees and Trustees serving on

Board Committees, and to Member Committees and Members serving on Member Committees.

SECTION 5.08 - Conflict of Interest Transaction. A conflict of interest transaction is a transaction with the Cooperative in which a Trustee has a direct or indirect interest (“Conflict of Interest Transaction”).

- A. *Indirect Interest.* A Trustee has an indirect interest in a Conflict of Interest Transaction if at least one (1) party to the transaction is another entity:
 - 1. In which the trustee has a material interest or is a general partner; or
 - 2. Of which the trustee is a trustee or officer.
- B. *Approval of Conflict of Interest Transaction.* Regardless of the presence or vote of a Trustee interested in a Conflict of Interest Transaction, a Conflict of Interest Transaction may be approved, and any Board Quorum or Member Quorum satisfied, if the Conflict of Interest Transaction’s material facts, and the Trustee’s interest, are:
 - 1. Disclosed or known to the Board or Board Committee, and a majority of more than one (1) Trustee or Board Committee member with no interest in the Conflict of Interest Transaction votes to approve the Conflict of Interest Transaction; or
 - 2. Disclosed or known to the Members, and a majority of votes cast by Members not voting under the control of a Trustee or entity interested in the Conflict of Interest Transaction approves the Conflict of Interest Transaction.

Article VI - Officers

SECTION 6.01 - Required Officers. The Cooperative must have the following officers: President, Vice-President, Secretary, and Treasurer (“Required Officers”). The Board shall elect Required Officers:

- 1. At the first (1st) Regular Board Meeting following each Annual Member Meeting, or as soon after each Annual Member Meeting as reasonably possible and convenient;
- 2. By affirmative vote of a majority of Trustees in office; and
- 3. By secret written ballot without prior nomination.

Only Trustees may be elected, and serve, as a Required Officer. One (1) Trustee may simultaneously be Secretary and Treasurer. Unless allowed by Law, however, this Trustee may not execute, acknowledge, or verify any document in more than one (1) capacity.

Subject to removal by the Board, each Required Officer shall hold office until the Required Officer’s successor is duly elected. The Board shall fill any vacant Required Officer’s position for

the remaining unexpired portion of the Required Officer's term.

SECTION 6.02 - President. Unless otherwise determined by the Board, and unless otherwise required by Law, the Articles, or these Bylaws, the President:

1. Shall preside, or designate another individual to preside, at all Board and Member Meetings;
2. On the Cooperative's behalf, may sign any document properly authorized or approved by the Board or Members; and
3. Shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

SECTION 6.03 - Vice-President. Unless otherwise determined by the Board, and unless otherwise required by Law, the Articles, or these Bylaws, the Vice-President:

1. Upon the President's death, absence, disability, inability, or refusal to act, shall perform the duties, and have the powers, of the President; and
2. Shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

SECTION 6.04 - Secretary. Unless otherwise determined by the Board, and unless otherwise required by Law, the Articles, or these Bylaws, the Secretary:

1. Shall be responsible for preparing minutes of Board and Member Meetings;
2. Shall be responsible for authenticating the Cooperative's records;
3. May affix the Cooperative's seal to any document authorized or approved by the Board or Members; and
4. Shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

SECTION 6.05 - Treasurer. Unless otherwise determined by the Board, and unless otherwise required by Law, the Articles, or these Bylaws, the Treasurer shall perform all duties, shall have all responsibility, and may exercise all authority, prescribed by the Board.

SECTION 6.06 - Other Officers. The Board may elect or appoint other officers ("Other Officers"). Other Officers:

1. May be Trustees, Cooperative employees, or other individuals;
2. Must be elected or appointed by the affirmative vote of a majority of current Trustees;
3. May be elected by secret written ballot and without prior nomination;
4. May assist Required Officers; and
5. Shall perform all duties, shall have all responsibilities, and may exercise all authority, prescribed by the Board.

The same individual may simultaneously hold more than one (1) office. Unless allowed by Law, however, this individual may not execute, acknowledge, or verify any document in more than one (1) capacity.

SECTION 6.07 - Officer Resignation and Removal. At any time, any Required Officer or Other Officer (collectively, “Officer” or “Cooperative Officer”) may resign by delivering to the Board an oral or written resignation. Unless the resignation specifies a later effective date, an Officer resignation is effective when received by the Board. If an Officer resignation is effective at a later date, then the Board may fill the vacant Officer position before the later effective date, but the successor Officer may not take office until the later effective date. At any time, the Board may remove any Officer for any reason with or without cause.

SECTION 6.08 - Officer Standard of Conduct. Every Officer shall discharge the Officer’s duties:

1. In good faith;
2. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
3. In a manner the Officer reasonably believes to be in the Cooperative’s best interests.

SECTION 6.09 - Officer Contract Rights. The election or appointment of any Officer, by itself, does not create a contract between the Cooperative and the Officer. An Officer’s resignation does not affect the Cooperative’s contract rights, if any, with the Officer. An Officer’s removal does not affect the Officer’s contract rights, if any, with the Cooperative.

SECTION 6.10 - Authority to Execute Documents. On the Cooperative’s behalf, any two (2) Required Officers may sign, execute, and acknowledge any document properly authorized or approved by the Board or Members. The Board may authorize additional Cooperative Trustees, Officers, employees, agents, or representatives to sign, execute, and acknowledge any document on the Cooperative’s behalf.

SECTION 6.11 - Bonds. At the Cooperative’s expense, the Cooperative may purchase a bond covering any Cooperative Trustee, Officer, employee, agent, or representative.

SECTION 6.12 - Indemnification. As allowed by Law and the Articles, and as determined by the Board:

- A. *Indemnification Trustee or Officer.* The Cooperative shall indemnify:
 1. An individual who is, or was, a Trustee or Officer, or an individual who, while a Trustee or Officer, is, or was, serving at the Cooperative’s request as a Trustee, officer, partner, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; or the estate or personal representative of such

- an individual (collectively, “Indemnification Trustee or Officer”)
2. Who was wholly successful, on the merits or otherwise, in defending any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative, and whether formal or informal (“Indemnification Proceeding”)
3. To which the Indemnification Trustee or Officer was, is, or is threatened to be made a named defendant or respondent (“Indemnification Party”)
4. Because the Indemnification Trustee or Officer is, or was, a Trustee or Officer
5. Against reasonable expenses, including counsel fees, (“Indemnification Expenses”) actually incurred by the Indemnification Trustee or Officer in connection with the Indemnification Proceeding.

B. *Indemnification Individual.* The Cooperative shall indemnify:

1. An individual who is, or was, a Cooperative Trustee, Officer, employee, or agent (“Indemnification Individual”)
2. Made an Indemnification Party to any Indemnification Proceeding other than an Indemnification Proceeding;
 - a. By, or in the right of, the Cooperative in which the Indemnification Individual was adjudged liable to the Cooperative; or
 - b. Charging, and in which the Indemnification Individual was adjudged liable for receiving, improper personal benefit to the Indemnification Individual, whether or not involving action in the Indemnification Individual’s official capacity; because the Indemnification Individual is, or was, a Cooperative Trustee, Officer, employee, or agent;
3. Against reasonable Indemnification Expenses incurred in connection with an Indemnification Proceeding by, or in the right of, the Cooperative, or against the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense, including counsel fees, actually incurred in connection with any other Indemnification Proceeding;
4. Incurred in the Indemnification Proceeding, if the Indemnification Individual:
 - a. Acted in good faith;
 - b. Reasonably believed:
 - (i) For conduct as a Cooperative Trustee, Officer, employee, or agent, that the Indemnification Individual’s conduct was in the Cooperative’s best interest; and
 - (ii) For all other conduct, that the Indemnification Individual’s conduct was not opposed to the Cooperative’s best interests; and
 - c. In the case of any criminal Indemnification Proceeding, had no reasonable cause to believe the Indemnification

Individual's conduct was unlawful.

(Collectively, "Indemnification Standard of Conduct")

5. After a majority vote of the Trustee Quorum, excluding Trustees currently Indemnification Parties to the Indemnification Proceeding ("Indemnification Trustee Quorum"), determines:
 - a. That the Indemnification Individual met the Indemnification Standard of Conduct; and
 - b. Reasonable Indemnification Expenses.
- C. *Advance for Expenses.* Prior to the final disposition of an Indemnification Proceeding, the Cooperative shall pay for, or reimburse, the reasonable Indemnification Expenses incurred by an Indemnification Trustee or Officer who is an Indemnification Party to the Indemnification Proceeding ("Indemnification Advance") if:
1. The Indemnification Trustee or Officer furnishes the Cooperative a written:
 - a. Affirmation of the Indemnification Trustee's or Officer's good faith belief that the Indemnification Trustee or Officer has met the Indemnification Standard of Conduct; and
 - b. Unlimited general obligation of the Indemnification Trustee or Officer which:
 1. Need not be secured;
 2. May be accepted without reference to financial ability to repay;
 3. May be executed personally or on the Indemnification Trustee's or Officer's behalf; and
 4. Obligates the Indemnification Trustee or Officer to repay the Indemnification Advance if a majority of the Indemnification Trustee Quorum ultimately determines that the Indemnification Trustee or Officer did not meet the Indemnification Standard of Conduct; and
 2. A majority of the Indemnification Trustee Quorum determines that the facts then known to them would not preclude indemnification for the Indemnification Trustee or Officer under this Bylaw.

SECTION 6.13 - Indemnification Insurance. Regardless of any indemnification authority or requirements, the Cooperative may purchase and maintain insurance on behalf of any individual who is, or was, a Cooperative Trustee, Officer, employee, agent or representative against any:

1. Liability, including judgment, settlement, or otherwise; or
2. Reasonable expenses, including reasonable attorney fees, asserted against, or incurred

by, the individual in the individual's capacity, or arising from the individual's status, as a Cooperative Trustee, Officer, employee, agent, or representative.

Article VII - Cooperative Operation

SECTION 7.01 - **Non-profit and Profit Cooperative Operations.** The Cooperative:

1. Must operate on a non-profit basis for providing Cooperative Services;
2. Must operate on a cooperative basis for the mutual benefit of all Members;
3. May not pay interest or dividends on Capital furnished by Members; and
4. May wholly or partially own a company or subsidiary corporation which has as its purpose "for-profit" activities.

SECTION 7.02 -- **Allocating and Crediting Capital.** In operating the Cooperative:

- A. *Capital Credits.* Members shall furnish, and the Cooperative shall receive, as capital ("Capital") all funds and amounts received by the Cooperative from Member for the Cooperative's provision of a Cooperative Service that exceed the Cooperative's costs and expenses of providing the Cooperative Service ("Operating Margins"). For the Cooperative Services, the Cooperative shall annually allocate to each Member, and pay by credit to a Capital account for each Member, Operating Margins from the Cooperative Services in proportion to the value or quantity of the Cooperative Services used, received, or purchased by each Member during the applicable fiscal year ("Capital Credits").
- B. *Affiliated Capital Credits.* The Cooperative may separately allocate and credit to Members capital allocated and credited to the Cooperative by any organization furnishing services, supplies, or products to the Cooperative ("Affiliated Capital Credits"):
 1. In proportion to the value or quantity of each service, supply, or product furnished by the organization that is used, received, or purchased by each Member; and
 2. If the Cooperative determines, and separately identifies, the Affiliated Capital Credits.
- C. *Non-Operating Margins.* Funds and amounts, other than Operating Margins, received by the Cooperative that exceed the Cooperative's costs and expenses ("Non-Operating Margins") may be:
 1. Allocated as Capital Credits to Members in the same manner as the Cooperative allocates Capital Credits to Members; or
 2. Used by the Cooperative as permanent, non-allocated capital.
- D. *Joint Memberships.* Upon the termination of a Joint Membership, and upon the Cooperative receiving written notice and adequate proof of the Joint Membership

termination, the Cooperative shall re-allocate and re-credit to the Joint Member selected by the Cooperative all Capital Credits and Affiliated Capital Credits previously allocated and credited to the Joint Membership.

- E. Allocating Losses.* In the event that the Cooperative incurs a net loss, that loss shall not be allocated to its members (patrons). The loss shall be accumulated and offset by future non-operating margins.

SECTION 7.03 – Retiring and Refunding Capital Credits. At any time prior to the Cooperative’s dissolution or liquidation:

1. The Board may authorize the Cooperative to, and the Cooperative shall, wholly or partially retire and refund Capital Credits to Members and former Members; or
2. After an organization furnishing services, supplies, or products to the Cooperative retires and refunds capital to the Cooperative, the Board may authorize the Cooperative to, and the Cooperative shall, retire and refund the corresponding Affiliated Capital Credits to Members and former Members.

The Board shall determine the manner and method of retiring and refunding Capital Credits and Affiliated Capital Credits.

Upon the death of any natural person Member or former Member (“Deceased Member”), and pursuant to a written request from the Deceased Member’s legal representative, the Board may retire the Deceased Member’s Capital Credits and Affiliated Capital Credits under terms and conditions agreed upon by the Deceased Member’s legal representative and the Cooperative.

Before retiring and refunding any Capital Credits or Affiliated Capital Credits, the Cooperative may deduct from the Capital Credits or Affiliated Capital Credits any amounts owed to the Cooperative by the Member or former Member, including any reasonable compounded interest, and late payment fee, determined by the Board.

Article VIII - Disposition of Cooperative Assets

The Cooperative may not sell, lease, or otherwise dispose of all or any substantial portion of its property unless such sale, lease, or other disposition is authorized at a meeting of the members thereof by the Cooperative, and voted on according to the State laws of Oklahoma. Notwithstanding, anything herein contained, the Board of Trustees of the Cooperative, without the authorization of the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or deed or deeds or trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privilege, licenses, franchises, and permits of the Cooperative, whether acquired or to be acquired and wherever situated, as well as the revenue and income therefrom, all upon such terms and conditions as the Board of Trustees shall determine, to serve any indebtedness of the Cooperative, or to any corporation or financial institution authorized to assist in the credit and the financial needs

of rural electric cooperatives.

Article IX – Miscellaneous

SECTION 9.01 - Bylaw Amendments. Unless otherwise provided in these Bylaws, these Bylaws may be adopted, amended, or repealed (“Amended”) by the affirmative vote of a majority of Members present at an Annual Member Meeting.

SECTION 9.02- Rules of Order. Unless the Board determines otherwise, and to the extent consistent with Law, the Articles, and these Bylaws, all:

1. Member Meetings;
2. Board Meetings;
3. District Member Meetings; and
4. Board Committee Meetings

are governed by the latest edition of *Robert’s Rules of Order*.

SECTION 9.03 - Fiscal Year. The Board shall determine, and may modify, the Cooperative’s fiscal year.

SECTION 9.04 - Governing Law. These Bylaws must be governed by, and interpreted under, the laws of the State of Oklahoma.

SECTION 9.05 - Titles and Headings. All titles and headings of Bylaw articles, sections, and sub-sections are for convenience and reference only, and do not affect the interpretation of any Bylaw article, section, or sub-section.

SECTION 9.06 - Partial Invalidity. When reasonably possible, every Bylaw article, section, sub-section, paragraph, sentence, clause, or provision (collectively, “Bylaw Provision”) must be interpreted in a manner by which the Bylaw Provision is valid. The invalidation of any Bylaw Provision by any entity possessing proper jurisdiction and authority, which does not alter the fundamental rights, duties, and relationship between the Cooperative and Members, does not invalidate the remaining Bylaw Provisions.

SECTION 9.07 - Cumulative Remedies. The rights and remedies provided in these Bylaws are cumulative. The Cooperative or any Member asserting any right or remedy provided in these Bylaws does not preclude the Cooperative or Member from asserting other rights or remedies provided in these Bylaws.

SECTION 9.08 - Entire Agreement. Between the Cooperative and any Member, the

Governing Documents:

1. Constitute the entire agreement; and
2. Supersede and replace any prior or contemporaneous oral or written communication or representation.

SECTION 9.09 - Successors and Assigns. To the extent allowed by Law:

1. The duties, obligations, and liabilities imposed upon the Cooperative or any Member by these Bylaws are binding upon the successors and assigns of the Cooperative or Member; and
2. The rights granted to the Cooperative by these Bylaws inure to the benefit of the Cooperative's successors and assigns.

The binding nature of the duties, obligations, and liabilities imposed by these Bylaws upon the successors and assigns of the Cooperative and any Member does not relieve the Cooperative or Member of the duties, obligations, and liabilities imposed by these Bylaws upon the Cooperative or Member.

SECTION 9.10 - Waiver. The failure of the Cooperative to assert any right or remedy provided in these Bylaws does not waive the right or remedy provided in these Bylaws.

SECTION 9.11 - Lack of Notice. To the extent allowed by Law and the Articles, the failure of any Member or Trustee to receive notice of any Meeting, action, or vote does not affect, or invalidate, any action or vote taken by the Members or Board.

Dated this 5th day of October, 2013

Kenneth Kelley, Secretary-Treasurer