

**BYLAWS OF
THE MONROE COUNTY ELECTRIC
POWER ASSOCIATION**

ARTICLE I

Membership

Section 1. Requirements for Membership. Any person, firm, association, corporation, or body politic or subdivision thereof may become a member of The Monroe County Electric Power Association (hereinafter called the "Cooperative") by:

- (a) Making application for membership therein;
- (b) Agreeing to purchase from the Cooperative electric energy as, hereinafter specified;
- (c) Agreeing to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulation adopted by the Board of Directors and its service practice policies, and
- (d) Paying the required membership fee.

Section 2. Membership Certificates. Membership in the Cooperative shall be evidenced either electronically or by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors. Such record if by certificate shall be signed by the President and by the Secretary of the Cooperative and the corporate seal shall be issued for less than the membership fee fixed in these bylaws, nor until such membership fee has been fully paid for. In case a certificate is lost, destroyed or mutilated a new certificate may be issued therefore upon such uniform terms and indemnity to the cooperative as the Board of Directors may prescribe. No Member shall hold more than one membership in the Cooperative. Should a Member hold multiple certificates for any reason they shall be deemed to be one membership. No membership may be transferable except as provided in these Bylaws.

Section 3. Joint Membership. A husband and wife shall be deemed to have applied for a joint membership and, subject to the requirements set forth herein. Other members may request to be joint members if they jointly hold a meter location and otherwise fulfil the joint membership requirements. The term "member" as used in these bylaws shall be deemed to include a husband and wife or other members holding joint membership and 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 action by or in respect to the holders of a joint membership shall be as follows:

- (a) The presence at a meeting of either or both shall be regarded as the presence of one member and shall constitute a joint waiver;
- (b) The vote of either separately or both jointly constitute only one joint vote;
- (c) A waiver of notice signed by either or both shall constitute a joint waiver;
- (d) Notice to either shall constitute notice to both;
- (e) Expulsion of either shall terminate the joint membership;
- (f) Withdrawal of either shall terminate the joint membership;
- (g) Either, but not both, may have a voice at any meeting of the members;

- (h) Both joint members shall be individually responsible, jointly and severally, for payment of the fees, expenses and charges applicable to said joint Membership, irrespective of which completed the application for the same; and
- (i) Either but not both may be elected or appointed as an officer or director, provided that both meet the qualification for such office.

Section 4. Conversion of Membership. (a) Upon the dissolution of a marriage, divorce, or separation of a joint membership, the outstanding membership certificate, if any, or record shall be surrendered and said joint membership terminated. Following said event, the individual that maintains said meter location shall reapply for individual membership which shall be issued by the Cooperative in accordance with these bylaws. (b) Upon the death of either spouse who is a party to the joint membership shall be held solely by the survivor.

Section 4.5. Membership by an Entity. Legal entity organizations and non-legal entity organizations which are Members of the Cooperative may be presented at any meeting of the Members and may vote as Members only as follows:

- (a) Any director, officer or general manager duly authorized in writing may represent and cast the one vote of a corporation, limited liability company or similar entity;
- (b) A trustee, steward, deacon, clerk or pastor duly authorized in writing may represent and cast the one vote of a church;
- (c) A school trustee, principal or superintendent duly authorized in writing may represent and cast the one vote of a school; and
- (d) Any other Cooperative or organization such as a trust or foundation may be represented by and have its one vote cast by any person duly authorized in writing who is a trustee, or manager or part owner, or any officer of such Cooperative or organization.

Sole proprietorships and general partnerships will not be entitled to a vote separate from that of their owners or general partners. It is the intention of the Cooperative that each Member shall exercise one (1) vote. Should a question arise about voting qualifications of an entity Member the same shall be determined solely by either the general counsel of the Cooperative or the Board of Directors.

Section 5. Membership and Service Connection Fee. The membership is \$50.00. There is a set fee for each meter set, the amount of which shall be determined by the Board of Directors. Only the \$50.00 is refunded when service is discontinued, provided all bills are due the Cooperative are paid.

Section 6. Purchase of Electric Energy. Each Member shall as soon as electric energy shall be available, purchase from the Cooperative all electric energy used on the premises specified in the Member's application for Membership, and shall pay therefor monthly at rates which shall from time to time be fixed by the Board of Directors; provided, however, that the Board may limit the amount of electric energy which the Cooperative shall be required to furnish to any one Member or the Board of Directors may, but shall not be required to, and at all times subject to the limitations and restrictions that it may determine and those of the Tennessee Valley Authority ("TVA"), allow, if applicable, for alternative generation. It is expressly understood that amounts paid for electric energy in excess of the costs of providing such service and energy, and also in excess of any amounts needed to establish reasonable reserves for facilities, equipment or improvements, ongoing and expected construction projects,

depreciation and the need to be prepared for emergencies and/or contingencies, are furnished by Members as capital and each Member shall be credited with such capital so furnished as provided in these By-Laws. No capital credits shall be paid or retired as the same is prohibited by the TVA, which regulates the Cooperative, and the TVA Act as enacted by the United States Congress and the contract between the Cooperative and TVA. Each Member shall pay to the Cooperative such minimum amount per month regardless of the amount of electric energy consumed, as shall be fixed by the Board of Directors 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.

Section 7. Termination of Membership. (a.) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors may prescribe. The Board of Directors of the Cooperative may, by the affirmative vote of not less than two-thirds of all the directors, expel any member who fails to comply with any of the provisions or the articles of incorporation, bylaws, service practice policies or rules or regulations adopted by the Board of Directors, but only if such member shall have been given written notice by the Secretary or the Cooperative that such failure makes him 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 of Directors 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 service is available to him, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, shall be cancelled.

(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 or record of such member shall be surrendered forthwith to the Cooperative. Termination of membership in any manner shall not release a member of his estate from any debts due the Cooperative.

(c) In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of the initial membership fee paid by him, which amount shall be either \$10.00, \$30.00 or \$50.00 depending on the amount paid by him, provided however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owing from the member to the Cooperative.

Section 8. Change in Premises to be Served. Any member who moves from one location to another shall be entitled to receive service at his new location if, (a) the member notifies the Cooperative of his change in location, describing the new premises and the type and approximate amount of service desired therefore, (b) the new location is within the area of service of the Cooperative, as determined by the Board of directors, and (c) such member pays a reasonable connection charge, the amount of which shall be determined by the Board of Directors.

Section 9. Security Deposit. Security deposits shall be required consistent with the Cooperative's service practice policies.

Section 10. Easements for Cooperative Lines. Members shall, without charge to the Cooperative, grant to it easements over land owned by them for the transmission and distribution lines of the Cooperative, and the Board of Directors may require from applicants for membership the return of any payments previously made to such applicants for easements.

Due to the unique cooperative nature of the business of the Cooperative, and in the interests of its individual Members, each Member, in order to remain in good standing and receive the benefits of Membership, including the provision of electric service, shall upon request and without compensation grant easements over and across said Member's respective property for the purposes of providing the services offered by the Cooperative and its subsidiaries, if any, to said Member and any other Members of the Cooperative. It being understood and agreed that the rates for all such services to every Member would increase dramatically if Members were allowed to refuse such access to their land or be compensated for the same.

It is the policy of the Cooperative to maintain its easements and rights of way free of trees and other vegetation and impediments to access and danger trees outside of said rights of way and easements, all of which would interfere with the safe operation and maintenance of the systems operated by the Cooperative or its subsidiaries thereon.

Each Member of the Cooperative shall, without charge to the Cooperative, grant to the Cooperative: (a) easements for the construction, operation and maintenance of poles, lines, fiber, and other materials and equipment of the Cooperative ("Cooperative's Facilities") over, under and through land owned or controlled by the Member, (b) the right to use and/or allow others to use the easements and Cooperative's Facilities thereon for the provision of electric distribution or transmission, communication services or broadband services, and (c) the right to access and duly authorize third parties to access the easements to maintain the easements and the lines and other equipment thereon in such condition as may be necessary or desirable, including, without limitation, the right to cut trees, trim trees, apply herbicides for vegetation management, and remove or trim other obstacles, including trees, on or adjacent to the easements which may endanger the lines or other equipment on the easements or the public. The granting by a Member of such easements and rights to the Cooperative shall be effective upon the Member's admission to Membership in the Cooperative, and the granting of such easements and rights shall be effective and enforceable even in the absence of a separate written easement agreement executed by the Member. The Member shall, nevertheless, execute a separate written easement agreement for recording purposes if requested by the Cooperative to do so.

ARTICLE II

RIGHTS AND LIABILITIES OF MEMBERS

Section 1. Property Interest of Members. Upon dissolution, after all debts and liabilities of the Cooperative shall have been paid, and all capital furnished through patronage shall have been retired, the remaining property and assets of the cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the seven years preceding the date of the filing of the certificate of dissolution.

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.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held on the First Tuesday of August of each year beginning with the year 1962, at such place in the Counties of Itawamba, Monroe and Lowndes, State of Mississippi, as shall be designated in the notice of the meeting, for the purpose of announcing the election of directors, receiving reports for the previous fiscal year and transacting such other business as may properly come before the meeting. The purpose of the meeting shall be that the members present are presented with reports for the previous fiscal year and transacting such other business as may be on the approved agenda for the annual meeting. Any qualified member may, by notification to the Board in writing at least One Hundred and Twenty (120) days prior to the date of the annual meeting, have any proper item of business he or it desires placed on the agenda for the meeting. Only the business that is on the approved agenda will be considered at the annual meeting. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. The Board may set reasonable procedural rules and time limits on any member seeking the floor at the annual meeting, or any other meeting of the Cooperative. If the day fixed for the annual meeting shall fall on a legal holiday, such meeting shall be held on the next succeeding business day. Failure to hold the annual meeting of the Cooperative shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings. Special meetings of the members may be called by resolution of the Board of Directors, or upon written request signed by any five directors, by the President or by ten per centum (10 per cent) or more, of all the members, and it shall thereupon be the duty, of the members, 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 in the county of Monroe, State of Mississippi specified in the Notice of the Special Meeting.

Section 3. Notice of Member Meetings. Written or printed notice stating the date, place 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 (10) days, or more than thirty (30) 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 duty by the Secretary, by the persons calling the meeting, to each member. If a notice is mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his 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 to be taken by the members at such meeting. Two per centum of the total number of members present in person, by mail or by proxy, which ever shall be larger shall constitute a quorum. 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. The minutes of each meeting shall contain a list of the members present in person.

Section 4. Voting. Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of a majority of the members voting thereon in person, by proxy or by mail, except as other wise provided by law, the Articles of Incorporation or these bylaws. Each member entitled to vote,

may vote by his duly designated proxy, or he may vote on any matter voted on by the members by U. S. Mail.

At a meeting of the members, a member may vote by proxy executed in writing by the member, subject to the provisions hereinafter set forth; provided, however, any member holding and intending to vote a proxy must file the executed proxy at the Cooperative's headquarters, not less than five days prior to the meeting. The proxy must have entered hereon the account number of the member executing the proxy. If one person shall receive electric service through two or more meters at different premises, he shall nevertheless, be entitled to only one vote at any meeting of the members, in accordance with the Articles of Incorporation of the Cooperative. 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 adjournment of such meeting. No proxy may be voted on matters that require attendance in person at the meeting as is set forth in these bylaws. No member shall vote as proxy for more than 250 members at any meeting of the members. The presence of a member at a meeting of the members shall revoke a proxy theretofore executed by that member, and such member shall be entitled to vote at such meeting in the same manner and with the same effect as if the proxy had not been executed. A standard proxy form shall be used which identifies the member by name and account number, in order to assure authenticity and facilitate the tabulation of votes. If the proxy form of a member is lost, stolen or destroyed, the Cooperative shall furnish the member with a replacement proxy form upon request, provided that the member executes a revocation of the lost, stolen or destroyed form, to be witnessed by an employee of the Cooperative. Blank proxy forms will not be distributed in bulk to any member or other person. Only the proxy form issued by the Cooperative shall be valid. Proxies will not be utilized for the election of directors or for any matter submitted by mail in ballot to the members.

Section 5. Order of Business. The order of business at the annual meeting of the members shall be set on the agenda prior to the meeting and, so far as possible, at all other meetings of the members, shall be essentially as follows, except as otherwise determined by Board of Directors prior to such meeting:

- (a) Report on the number of members present in person in order to determine the existence of a quorum.
- (b) Reading of the notice of the meeting and proof of the due publication of mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
- (c) Reading of the unapproved Minutes of previous meetings of the members and the taking of necessary action thereon.
- (d) Presentation and consideration of reports of officers, directors and committees.
- (e) Report on the tabulation of ballots and results for the Election of directors.
- (f) Unfinished business.
- (g) New business, having properly been placed on the agenda by the Board of Directors or otherwise by requesting the same be placed on the agenda at least One Hundred and Twenty (120) days prior to said meeting, and
- (h) Adjournment.

ARTICLE IV
DIRECTORS

Section 1. General Powers. The Business and affairs of the Cooperative shall be managed by a Board of Directors to consist of nine (9) members, which said Board of Directors shall exercise all of the powers of the Cooperative, except such as are by law or by the Certificate of Incorporation of the Cooperative, or by those bylaws conferred upon or reserved to the members.

Section 2. Qualification and Tenure. The present Nine (9) members that compose the Board of Directors shall constitute the Board of Directors until their successors are elected and qualified, and herein provided. At each annual meeting, beginning with the annual meeting in August, 1962, Directors shall be elected by ballot, by and from the members to serve until the next succeeding annual meeting of the members, or until their successors shall have been duly elected and shall have qualified, subject to the provisions of the bylaws with respect to the removal of directors. In order to become a member of the Board of Directors of the Cooperative, a person:

- (a) Must be an individual with the capacity to enter into legally binding contracts and be at least twenty-one (21) years of age;
- (b) Must be a bona fide resident in the areas served by the Cooperative and of the area or district from which he or she is elected in the case of a director;
- (c) Must be and have remained in good standing in relation to their obligations as a Member, including without limitation, the payment of all charges due from them, for a period of at least Five (5) years prior to seeking to serve or serving on the Board;
- (d) Must not have brought suit as a plaintiff, or participated in said capacity, in an ongoing lawsuit or arbitration against the Cooperative or its officers, employees or directors for a period of at least Seven (7) years prior to being eligible to run for Director;
- (e) Must not be employed by or in any way financially interested in a competing enterprise, enterprise or business, which shall include any other utility or business selling or distributing any product or energy resource such as the sale of electric energy, natural or butane gas or other alternative energy sources such as but not limited to solar energy; or any enterprise or business which supplies the Cooperative with significant electrical energy supplies, apparatus or components of the Cooperative's electrical transmission system, such as wiring, transformers, poles, metering products, or similar items or which provides television, internet, communications, fiber or broadband products or services or otherwise competes with any subsidiary of the Cooperative, including without limitation providing broadband, fiber, internet, communication or related or similar services;
- (f) Must not have been an employee of the Cooperative within ten (10) years prior to the beginning of the term;
- (g) Must not hold or be an official candidate for, an elected public office in connection with which a salary is paid; and
- (h) Must not have been convicted or have pled guilty to a felony.

The Board of Directors shall in its sole discretion and business judgment determine any questions relating to the qualifications of a Member for office. In the event a membership is held jointly by husband and wife, either one, but not both, may be elected a director; PROVIDED that neither one shall be eligible to become or remain a director unless both shall meet the qualifications hereinabove set forth.

Upon determination that a board member is holding the office of director in violation of any of the foregoing provisions, the board shall remove such director from office provided, however, nothing contained in this section shall in any manner whatsoever affect the validity of any action taken at any meeting of the Board.

All Directors first elected from and after January 1, 2021, shall within their first term of office attend director training and education classes to obtain their director certification from the National Rural Electric Cooperative Association. Should a Director fail to do so, absent just cause as determined by the other Directors, then said Director shall not be eligible to run for reelection until such certification has been obtained.

Section 3. Directors' Districts. The territory served or to be served by the Cooperative shall be and is hereby divided into Five (5) districts. Districts One (1) through Four (4) shall be represented by two (2) Directors each and District Five (5) shall be represented by One (1) Director.

The Five (5) districts shall be and are fixed as follows:

District Number 1. The territory served or to be served in Itawamba County, Mississippi. Also all of that part of Monroe County lying North of a line running East and West as Follows:

Beginning at the Northeast corner of Section 33, Township 12, Range 16 West, and running thence in a Westerly Direction along the North boundary of the Section lines to the Old Gains Trace, thence North to the Township line between Township 12 and Township 13 and running thence Westerly along the said Township line between Township 12 and Township 13 to the West boundary of Monroe County.

District Number 2. The territory served or to be served lying between the following described lines:

Beginning at the Northeast corner of Section 33, Township 12, Range 16 West, and running thence in a Westerly Direction along the North line of the various Section parallel to the Township line between Township 12 and 13 to the Old Gains Trace, thence Northeasterly to the Township line between Township 12 and 13 and thence Westerly along the said Township line to West boundary of Monroe County, and being all of that land South of the aforesaid line and North of the line described as follows: Said line beginning at the Southeast corner of Section 5, Township 15, Range 15 West and running thence in a Westerly direction along the South boundary line of the various sections to the Tombigbee River, being 1 mile South of the Township line between Township 14 and 15. Thence from the said Tombigbee River Westerly beginning at the Southeast Corner of Section 7, Township 15, range 8, and thence Westerly along the South boundary line of the various Sections to the West boundary of Monroe County.

District Number 3. The territory served or to be served in Monroe County lying South of a line Beginning at the Southwest corner of Section 5, Township 16, Range 15 West, and running thence Westerly along the various Section lines to the Tombigbee River which line is 1 mile South of Township line Between Townships 14 and 15 running to the Tombigbee River and thence Westerly running in a line beginning at a point at the southeast corner of section 7, Township 15, Range 8 East, and thence running West along the various Section lines to the West boundary of Monroe County, Mississippi, which is one mille South of Township line between Township 14 and 15.

District Number 4. The territory served or to be served within the boundaries of Lowndes County, Mississippi.

District Number 5. That there shall be elected a Director at large who shall be elected by the Membership at the time that the other directors are elected, by electing someone at large from the territory consisting of the area served by the Cooperative as a whole.

Section 4. Nominations. It shall be the duty of the Board of Directors to appoint, not less than thirty (30) days nor more than sixty (60) days before the date of the meeting of the members at which directors are to be elected, a committee on nominations, consisting of Eight (8) members, with Two (2) each coming from District 1, 2, 3 and 4, as created by Section 3 of Article IV of these bylaws. The members selected and appointed on said nominating committee shall be selected so as to give equitable representation to the geographical areas served by said Cooperative within said district. No officer or member of the Board of Directors shall be appointed a member of such Nominating Committee. Each sitting director, whose term is expiring, unless removed from service in accordance with the provisions of these bylaws, shall automatically be a candidate for re-election unless said Director notifies the Secretary of the Corporation otherwise at least sixty (60) days before the meeting of the Nomination Committee. The Nomination Committee shall prepare and post at the principal office of the Cooperative at Amory, Mississippi at least twenty (20) days before the meeting which directors are to be elected a list of its nominations of directors, which said list and nominations shall be made so as to nominate two (2) candidates from each of the Directors' Districts of the Cooperative, with the exception of District 5, from which nominations shall be made so as to nominate one (1) candidate from District Number 5 of the Cooperative, but any fifty (50) or more, members from either of the five (5) districts may make other nominations from their respective districts in writing over their signatures at the same time the Nomination Committee shall meet and the Secretary shall post the same at the place where the list of nominations made by the Nominating Committee is posted. The Secretary shall mail with the notice of the meeting statement of the number of directors to be elected and a list showing separately the nominations made by the committee on nominations and the nominations made by petitions, if any nominations are to be made in no other manner or form except as herein authorized and within the time herein prescribed. The members may, at any meeting at which a director or directors shall be removed, as provided by these bylaws, elect a successor or successors thereto without compliance with the foregoing provisions with respect to nominations, but however in compliance with the residency, district and other qualifications of being a director. Notwithstanding anything in this section contained, failure to comply with any of the provisions of this section shall not affect in any manner whatsoever the validity of any election of directors.

Section 5. Removal of Director by Member. Any member may bring charges against a director by filing with the Secretary such charges in writing together with a petition signed by a least ten per centum (10 per cent) of the members. Charges must include allegations of wrongdoing, malfeasance or breach of any applicable duty. It shall not be appropriate to bring Charges based upon any judgment, vote, exercise of discretion or decision made by such Board member. The Board, excluding the charged member(s), shall by majority vote determine initially if the nature of the Charges are of a sufficient nature to allow the issue to be taken to the Membership pursuant to this section. Once the charges have been certified by the Board, notice of the request for removal of such director and the reason therefore shall be provided to such director in writing setting forth the charges at least thirty (30) days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect to the charges; and the person or persons bringing the charges against him shall have the same opportunity.

The question of the removal of such director shall be considered and voted upon at the meeting of the members, so long as a quorum is present, and any vacancy created by any and such removal may be filled by vote of the member such meeting without compliance with the foregoing provision with respect to nominations. The general counsel of the Cooperative shall preside over the hearing and maintain order therein and determine what matters may be admissible. Five (5) Directors may alternatively sign a petition to remove for cause a Director as well. In that instance, such Director to be removed shall be informed in writing of the charges at least thirty (30) days prior to the meeting of the Board of Directors at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against said director shall have the same opportunity. In that instance, the Board, excluding said director, shall be required to vote with a two-thirds majority of those voting in said meeting to remove said Director.

Section 6. Vacancies. Other than the provisions of these bylaws with respect to the filling of vacancies caused by the removal of directors by the members, a vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors for the unexpired portion of the term or at the election of the Board of Directors by a special election to fill the unexpired portion of the term in conjunction with the normal election process.

Section 7. Compensation. Directors shall not receive any salary for their services as directors, except that by resolution of the Board of Directors the Expenses of attendance may be allowed for attendance at each meeting by the Board of Directors and other expenses incurred in transacting the Cooperative's business Except in emergencies, no director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for serving the Cooperative. This provision shall not apply, however, to close relatives of a director who were employees at the time such director was elected.

Section 8. Indemnification and Liability Insurance. (a) On the terms and conditions hereinafter stated, the Cooperative or its insurers shall indemnify any director, officer or employee of the Cooperative, including any former director, officer or employee of the Cooperative, who is or was a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by virtue of their position within the Cooperative, for expenses, claims, liabilities, costs, judgments, fines, including attorney's fees reasonably incurred or imposed upon such person in connection with such actual or threatened action, suit, proceeding, or investigation and against any amount reasonably and with prior approval of the Board of Directors of the Cooperative paid in settlement of any such actual or threatened suit, action or proceeding if:

- (a) The action complained of was undertaken in good faith; and
- (b) It was in good faith believed that:
 - (1) Actions taken in any official capacity of the Cooperative were in its best interests;
 - (2) Conduct in any other capacity was at least not opposed to the Cooperative's best interests; and
 - (3) In the case of any criminal proceeding, there was no reasonable cause to believe the conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction is not, of itself, determinative as to whether the requisite standard of conduct has been met.

(b) The purpose of this provision is to remove any financial risk in connection with the good faith service of a director, officer or employee and to this end the Cooperative shall secure and maintain adequate liability insurance governing such indemnification, expenses and attorneys' fees to the extent that it is reasonably available as determined by the Board and other provisions to the contrary notwithstanding, such indemnification as herein provided shall be provided at least to the extent of any applicable insurance coverages.

(c) The Cooperative may pay for or reimburse the reasonable expenses incurred by a director, officer, employee or manager who is a party to a proceeding in advance of final disposition of the proceeding if:

- (1) The individual furnishes the Cooperative a written statement of their good faith belief that they have met the standard of conduct described above;
- (2) A determination is made that the facts then known to those making the determination would not preclude indemnification.

(d) The provisions of this Section shall be inapplicable to any action brought by the Cooperative against any officer or director otherwise indemnified hereunder or in connection with any other proceeding charging improper personal benefit to the one so charged, whether or not involving action in an official capacity, in which they are adjudged liable on the basis that personal benefit was improperly received.

(e) The provisions of this section shall be applicable to actions or proceedings commenced after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof, and to any such officers or directors who should hereinafter cease to be officers and directors, and shall inure to the benefit of their heirs and legal representatives.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice, immediately after and at the same place as, the annual meeting. The board of Directors may from time to time meet, upon call of the President or other officer.

Section 2. Special Meetings. Special meetings of the Board or Directors may be called by the President or by any three (3) directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the directors calling the meeting shall fix the time and place which shall be in Amory, Monroe County, Mississippi, for the holding of the meeting.

Section 3. Notice of Directors' Meeting. Written notice of the time, place and purpose of any special meeting of the Board of Directors shall be delivered to each of the directors not less than three (3) days previous thereto, either personally, by electronic means or by mail, or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the Directors calling the meeting. If mailed, such notice shall be deemed to be delivered when

deposited in the United States mail addressed to the Director at his address as it appears on the record of the Cooperative, with postage thereon placed.

Section 4. Quorum. A majority of the Board of directors shall constitute a quorum, provided, that is less than such a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided further that the Secretary shall notify any absent director of the time and place of such adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The President of the Board of Directors may allow a Director to attend, in his judgment, any such meeting by electronic or telephonic means, and such attendance if allowed shall count toward the quorum requirement. Should such meeting be in executive session, satisfactory security assurances may be required for remote attendance.

Section 5. Executive Session. Executive sessions, which are not open to Members, may be held when the Board of Directors discusses issues which should not be publically available, such as any of the following:

- (a) transaction of business and discussion of personnel matters concerning the character, professional confidence, or physical or mental health of a person;
- (b) strategy sessions or negotiations with respect to prospective litigation, litigation, or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the Cooperative;
- (c) transaction of business and discussion regarding the report, development, or course of action regarding security personnel, plans, or devices;
- (d) investigative proceedings regarding allegations of misconduct or violation of law;
- (e) cases of extraordinary emergency which would pose immediate or irrevocable harm or damage to persons and/or property;
- (f) transaction of business and discussion regarding the prospective purchase, sale or leasing of lands or the negotiations for or acquiring of easements or rights-of-way;
- (g) transaction of and/or discussion of negotiations regarding the location, relocation, or expansion of Cooperative facilities;
- (h) discussion of terms of employment or termination of employees;
- (i) discussion of such matters as would be recognized by the courts as legally privileged, or matters for which legal advice is being sought or which might involve the theories, mental impressions and/or work product of counsel; and
- (j) any other business which the Board in its discretion deems to be of a sensitive nature or not yet ripe for public consumption.

ARTICLE VI

OFFICERS

Section 1. Number. The officers of the Cooperative shall be a President, Vice-President, Secretary, Treasurer and such other officers as may be determined by the Board of Directors from time to time; and provide that the Board of Directors may elect the same person as Secretary-Treasurer.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of directors at the meeting of the Board of Directors held immediately after the annual meeting of the members or as soon as possible thereafter. All officers, except Secretary and Treasurer shall be elected from the Board. 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 of Directors 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 of Directors for the unexpired portion of term.

Section 3. Removal of Officers and Agent by Directors. Any officer or agent elected or appointed by the Board of Directors may be removed by a 66 and 2/3 majority of the Board of directors whenever in its judgment the best interests of the Cooperative will be served thereby. In addition, any member of the cooperative may bring charges against an officer, and by filling with the Secretary such charges in writing together with a petition signed by ten per centum (10 per cent) of the members, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten (10) days prior to the board meeting at which the charges are to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The definitions of "charges" shall be the same as is set forth above. In the event the board does not remove such officer, the question of his removal shall be considered and voted upon at the next meeting of the members.

Section 4. President. The President shall:

(a) be the principal executive officer of the Cooperative and, unless other wise determined by the members or the Board of Directors, shall preside at all meetings of the members and Board of Directors;

(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 of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors 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 hold any such office designated in the operating agreement of any subsidiary of the Cooperative; and

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

Section 5. Vice President. In the absence of the President, or in the event of his inability or refusal to act, The Vice-President shall perform the duties of the President, and when so action, shall have all the powers of and be subject to all the restrictions upon the President , and hold any such office designated in the operating agreement of any subsidiary of the Cooperative. The Vice-President shall also perform such other duties as from time to time be assigned to him by the Board of Directors.

Section 6. Secretary. The Secretary shall:

- (a) keep the minutes of the meeting of the members and of the Board of Directors in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with these bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Cooperative and affix 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 the bylaws;
- (d) keep a register of the names and post office addresses of all members;
- (e) sign, with the President, certificates of membership;
- (f) have general charge of the books of the Cooperative;
- (g) keep 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);
- (h) in general perform 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 of Directors, and hold any such office designated in the operating agreement of any subsidiary of the Cooperative.

Section 7. Treasurer. The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) be responsible for the receipt of and the issuance of receipts for all moneys due and payable to the Cooperative and for the deposit of all such moneys 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) in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors, and hold any such office designated in the operating agreement of any subsidiary of the Cooperative.

Section 8. Manager. The Board of Directors may appoint a manager who may be, but who shall not be required to be, a member of the Cooperative. The manager shall perform such duties and shall exercise such authority as the Board of Directors may from time to time vest in him, and hold any such office designated in the operating agreement of any subsidiary of the Cooperative.

Section 9. Board 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 give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond 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 of Directors, subject to the provisions of these bylaws with respect to compensation for directors and close relatives of directors.

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 conditions of the Cooperative at the close of such fiscal year.

Section 12. General Counsel. The Board of Directors may select and appoint an attorney to serve as General Counsel to the Cooperative who may be, but who shall not be required to be,

a Member of the Cooperative. The General Counsel shall advise the Board in the best interest of the Cooperative and its Members and shall perform such duties and shall exercise such authority as the Board of Directors from time to time vest in him.

ARTICLE VII

NON-PROFIT OPERATIONS

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 members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members.

Section 2. Rates. The Board of Directors shall set rates adequate to cover current operating expenses, repayment of debt obligations, set reasonable reserves and for expansion necessary to render adequate service to members.

Section 3. Patronage Capital. As a contracting cooperative with the Tennessee Valley Authority, the Cooperative is prohibited from paying patronage capital to its members. However, 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 patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

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 of property rights of members.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or part of such patron's premises served by the cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise.

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the articles of incorporation and bylaws shall constitute and be a contract between the Cooperative and each patron, and both Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provision.

Section 4. Patronage Refunds in Connection with Furnishing Other Services. In the event that the Cooperative should engage in the business of furnishing goods or services other than electric energy, no amounts received and receivable there from shall be allocated on a patronage basis or returned to the patrons from whom such amounts were obtained or otherwise, the same being retained as earnings of the Cooperative and not specifically allocated to any member other than the allocation in the preceding sections.

ARTICLE VIII

DISPOSITION OF PROPERTY

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion 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 a majority of the members, and the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting. Nothing herein contained, however, shall prevent the Board of Directors from mortgaging, selling, leasing or otherwise disposing of property, which in the judgment of the Board of Directors, neither is now or will be necessary or useable in operating and maintaining the Cooperative's system and facilities; Provided, however, that all sales, leases or disposition of such property shall not in any one year exceed in value ten per centum (10 per cent) of the value of all the property of the Cooperative, Notwithstanding anything herein contained, the Board of Directors 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 mortgages or a deed or trust upon, or the pledging or encumbering of, and all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and incomes there from, all upon such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative to the United States of America or any instrumentality or agency thereof.

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 its domicile.

ARTICLE X

FINANCIAL TRANSACTIONS

Section 1. Contracts. Except as otherwise provided in these bylaws, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any such 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 evidence of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such a manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All 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 of Directors may select.

Section 4. Change in Rates. Written notice shall be given to the administrator of the Rural Electrification Administration of the United States of America not less than thirty days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

Section 5. Fiscal Year. The fiscal year of the Cooperative shall begin on the first day of July of each year and shall end on the thirtieth day of June of the following year.

ARTICLE XI

MISCELLANEOUS

Section 1. 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 objection to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

Section 2. Rules and Regulation. The Board of directors shall have power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation of these bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative.

Section 3. Accounting Systems and Reports. The Board of Directors 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 Electrification Administration of the United States of America or the Tennessee Valley Authority. The Board of Directors shall also after the close of each fiscal year cause to be made a full and complete audit of the accounts, books and financial conditions of the Cooperative as of the end of such fiscal year. Such audit reports shall be made available to the members for review following annual meeting, subject to the document review provisions hereof.

Section 4. Access of Corporate Records. Upon timely and reasonable written request, in a form and manner prescribed by the Board of Directors of the Cooperative, Members of the Cooperative will be entitled to examination of Cooperative records and information where the General Manager and the Cooperative's general counsel, or the Board of Directors agree that the request is in good faith, that the information requested and the purpose for which it is requested are materially germane to the requesting person's status and interest as a Member of the Cooperative, where the furnishing of information will not be inimical to the Cooperative's best interest, and where the release of such information will not subject the Cooperative to litigation or invade the privacy of any person, or where such inspection or review is required by law.

The Cooperative's response to requests from Members for Cooperative information shall be governed by the following rules and procedures:

- (a) No requests for information shall be considered until the requesting Member fills out and executes an Information Request Form, further described below.

- (b) The request form as executed will be reviewed as soon as possible by the General Manager who, before acting, shall consult with the Cooperative's general counsel. If both conclude that:
- (1) the request is in good faith and/or is required by law,
 - (2) the information requested and the purpose for which it is requested are materially germane to the requesting Member's status and interest as a Member of the Cooperative,
 - (3) furnishing the requested information will not be inimical to the Cooperative's best interests, and
 - (4) the release of such information will not subject the Cooperative to litigation or invade the privacy of any person, then a time and manner will be provided for making such information available during normal business hours.

If either or both disagree to the applicability of any of the foregoing factors, the matter will be referred to the Board of Directors for decision based upon those same factors.

It being understood that by its nature information held by the Cooperative may contain confidential and proprietary information, including strategic business plans, projections of capital costs and expenses, projections of revenues, demand studies, competition analyses, pricing plans, options and timelines for system development in stages/phases, operational areas of particular concern, marketing strategies, partnership opportunities, and other highly-sensitive information relating to the planning, development, marketing, and operation of the Cooperative's or its subsidiaries' systems, or private or sensitive customer information. Material adverse harm could be suffered by the Cooperative and its subsidiaries, affiliate(s), partner(s), and Members if such information, in whole or in part, is obtained by competitors or potential competitors of the Cooperative or said information is improperly released to the public.

Once it is determined that information is to be disclosed or made available for inspection to a Member, the following procedures shall apply:

(1) The Cooperative will provide to the Member an Information Request Form, which shall include a statement setting forth the above confidentiality understanding. The requesting Member must fully complete and sign the provided form and return it to the Cooperative confirming his/her request and understanding of the rules and procedures. The Member must complete the form in its entirety, including (a) the Member's name, (b) the date of the Member's request, (c) the Member's account/Membership number, (d) the Member's billing address, (e) affirmation that the Member is a Member in good standing of the Cooperative, (f) affirmation that the Member is not employed by, is not an agent or representative of, and has no financial interest in any competing enterprise, (g) agreement that the Member will maintain the confidentiality of the information and its contents, and not disclose the same in whole or part, to any third party, and (h) acknowledgment of an agreement to comply with the procedures that will apply to the Member's review of the same. If the form is not completed in its entirety or not signed, the information will not be made available to the Member.

(2) A private room will be made available in the Cooperative's offices for the Member's review of the information. An employee of the Cooperative will bring a copy of the requested information into the room and make it available to the Member for review.

(3) At least one employee of the Cooperative will be present at all times during the Member's review. The Member will have a maximum of two (2) hours within which to review the information.

(4) The Member may not make or retain a copy of the information.

(5) The Member may not take any photos or other images of the information or any portions thereof, make any written or recorded notes pertaining to the contents of the information, or make marks of any kind on the same.

(6) Upon completion of the Member's review, the Cooperative employee present during the entirety of the Member's review will complete an Exit Statement that (a) memorializes the date and time the Member's review began and the date and time the review was completed, (b) confirms that no copies of the study were provided to or made by the Member, and (c) confirms that no photos or other images of the study were taken, no written or recorded notes pertaining to the contents of the study were made, and no marks of any kind on the study were made by the Member. The Member will be asked to sign and date the completed Exit Statement. If the Member refuses to sign or date the statement, the Cooperative employee will sign and date the statement and note thereon the Member's refusal to sign.

Should the Cooperative determine that any requested information is or should be made available to its Members without restriction or otherwise publically, it may simply provide the same. The provision of said information on one occasion shall not prevent a later determination of confidentiality or waiver of any of the provisions hereof.

ARTICLE XII

DISPUTE RESOLUTION

Due to the unique cooperative nature of the business of the Cooperative, and in the interests of its individual Members and the interaction of its business with interstate commerce all disputes between any Member and the Cooperative shall be determined by binding arbitration rather than litigation. The Member or the Cooperative may at any time institute a matter before the Complaint Resolution Process maintained by the Tennessee Valley Authority, if it is a matter which TVA will address. Otherwise, an aggrieved Member may individually initiate an Arbitration which shall be conducted in a method and manner to be agreed upon by the parties, to avoid expense of a formal arbitration, but in that instance governed by rules to be agreed upon by the parties utilizing the Mississippi Rules of Evidence as a guide, and if no agreement, before a mutually agreeable arbitrator selected as subject to the limitations set forth herein. Alternatively, the parties may agree that the commercial Rules of the American Arbitration Cooperative may alternatively apply. In no event, may any Members form a class or bring any joint action against the Cooperative. No matter may be filed in any courts of the State of Mississippi or the United States of America, and no such dispute shall in any event be determined by a jury trial. Arbitration shall be the exclusive remedy for any dispute brought by a Member. Prior to initiating such arbitration said Member is encouraged to seek to mediate their differences with the Cooperative. Mediation is an alternative, but not a prerequisite. However, if a Mediation is requested by a Member and unsuccessful, then the Cooperative will pay the initial filing fees or costs of commencing the Arbitration if needed. Thereafter, all costs of the arbitration shall be born equally between the Member and the Cooperative, unless the arbitrator orders otherwise as part of a damage or sanctions award. The Arbitrator shall be required to have experience with utility or electric distribution cases. The Arbitrator shall only have the power to award actual damages, and in no event may the Arbitrator award any punitive, exemplar, special or consequential damages. Mississippi law shall govern, including its arbitration provisions, except to any extent preempted by Federal law, including without

limitation the Federal Arbitration Act and the Tennessee Valley Authority Act. This Article and its provisions shall be deemed to be a material part of the Membership agreement between the Member and the Cooperative. Notwithstanding the forgoing, the Cooperative may bring a collection case to pursue unpaid charges or fees due the Cooperative in any courts of the State of Mississippi against a delinquent member, however, if a counterclaim is raised the entire matter shall be subject to the provisions hereof regarding arbitration.

ARTICLE XIII

PRIVACY AND ACCESS TO MEMBERSHIP INFORMATION

The Membership and/or customer list or information of the Cooperative, including addresses and any associated data, is private and proprietary information of the Cooperative. As such it belongs to the whole organization and not to any particular Member. Neither it nor portions thereof will be distributed or sold to any individual or organization for any purpose unless approved for a proper use by the Board of Directors. The individual or organization requesting access to or a copy of the Membership list must complete the Cooperative's Request for Information Form and execute an Agreement for liability for any misuse or loss of control of the list, if the request is to be granted.

Literature or information deemed relevant and germane to the business of the Cooperative and endorsed by the Cooperative may be mailed to the Members by the Cooperative, or its agents, related entities or partners. The Cooperative may in its sole discretion forward other literature or information to its Members for any purpose so long as the same is approved by the Board of Directors. The Cooperative retains the right to refuse and to deny to any party the effective use of the Cooperative's Membership list or portions thereof to disseminate literature or information not approved by the Board of Directors. The Cooperative may require the prepayment of any expenses associated with such mailing to be paid in advance of the mailing. All requests for use of the Membership list, whether directly or indirectly, require Board approval.

Qualified candidates running for the Board of Directors may be allowed to use the Membership list to distribute information to the Members regarding their candidacy in the period of time following their nomination and the deadline set for the return of the mailed ballots prior to the annual meeting and only until the conclusion of the election. At a reasonable time following mailing of the ballots, a qualified candidate for the Board of Directors who has been properly included on the ballot as a candidate for the Board of Directors may obtain at his/her costs a printed (not electronic) list of the Members with addresses in printed format by signing an Agreement for Disclosure agreeing to be bound by the rules and regulations of set by the Board of Directors and this policy. Said agreement shall at a minimum restrict the use of the information to election purposes, call for the destruction of the same following the election and provide penalties for misuse of the information.

ARTICLE XIV

AMENDMENTS

These bylaws may be altered, amended or repealed by the Board of Directors at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal, or the Board of Directors as a group shall have been presented said change, alterations or amendment prior to said meeting.