

ARTICLE 1 – MEMBERSHIP	3
SECTION 1. REQUIREMENTS FOR MEMBERSHIP	3
SECTION 2. MEMBERSHIP CERTIFICATES	4
SECTION 3. JOINT MEMBERSHIP.....	4
SECTION 4. CONVERSION OF MEMBERSHIP	5
SECTION 5. MEMBERSHIP FEES	5
SECTION 6. PURCHASE OF ELECTRIC ENERGY	5
SECTION 7. TERMINATION OF MEMBERSHIP	5
ARTICLE 2 – RIGHTS AND LIABILITIES OF MEMBERS	6
SECTION 1. PROPERTY INTEREST OF MEMBERS	6
SECTION 2. NON LIABILITY FOR DEBTS OF THE COOPERATIVE	7
ARTICLE 3 – MEETING OF MEMBERS.....	7
SECTION 1. ANNUAL MEETING	7
SECTION 2. SPECIAL MEETINGS	7
SECTION 3. NOTICE OF MEMBER’S MEETINGS	7
SECTION 4. QUORUM	8
SECTION 5. VOTING	8
SECTION 6. ORDER OF BUSINESS	9
ARTICLE 4 – TRUSTEES	9
SECTION 1. GENERAL POWERS.....	9
SECTION 2. ELECTION AND TENURE	9
SECTION 3. QUALIFICATIONS	10
SECTION 4. NOMINATIONS	11
SECTION 5. REMOVAL OF BOARD MEMBER BY MEMBERS	12
SECTION 6. VACANCIES.....	12
SECTION 7. COMPENSATION	13
SECTION 8. INDEMNIFICATION OF TRUSTEES, OFFICERS AND GENERAL MANAGER ..	13
ARTICLE 5 – MEETINGS OF BOARD.....	14
SECTION 1. REGULAR MEETINGS	14
SECTION 2. SPECIAL MEETINGS	14
SECTION 3. NOTICE OF BOARD MEETINGS	14
SECTION 4. QUORUM	14
ARTICLE 6 – OFFICERS	15
SECTION 1. NUMBER.....	15
SECTION 2. ELECTION AND TERM OF OFFICE	15
SECTION 3. REMOVAL OF OFFICERS AND AGENTS BY THE BOARD.....	15
SECTION 4. THE PRESIDENT SHALL.....	16
SECTION 5. VICE-PRESIDENT.....	16
SECTION 6. SECRETARY	16
SECTION 7. TREASURER.....	17

SECTION 8. MANAGER.....	17
SECTION 9. BONDS OF OFFICERS.....	18
SECTION 10. COMPENSATION	18
SECTION 11. REPORTS	18
ARTICLE 7 – NONPROFIT OPERATION	18
SECTION 1. INTEREST OR DIVIDENDS ON CAPITAL PROHIBITED	18
SECTION 2. PATRONAGE CAPITAL IN CONNECTION WITH FURNISHING ELECTRIC ENERGY.....	18
ARTICLE 8 – DISPOSITION OF PROPERTY	21
ARTICLE 9 – SEAL.....	21
ARTICLE 10 – FINANCIAL TRANSACTIONS.....	21
SECTION 1. CONTRACTS	21
SECTION 2. CHECKS, DRAFTS, ETC.....	22
SECTION 3. DEPOSITS.....	22
SECTION 4. FISCAL YEAR	22
ARTICLE 11 – MISCELLANEOUS	22
SECTION 1. MEMBERSHIP IN OTHER ORGANIZATIONS	22
SECTION 2. WAIVER OF NOTICE	23
SECTION 3. POLICIES, RULES AND REGULATIONS	23
SECTION 4. ACCOUNTING SYSTEM AND REPORTS	23
SECTION 5. AREA COVERAGE	23
ARTICLE 12 – AMENDMENTS.....	24

ARTICLE 1 – Membership

Section 1. Requirements for Membership

Any person, firm, association, corporation, or body politic or subdivision thereof may become a member of Central Florida Electric Cooperative, Inc., (hereinafter called the “Cooperative”) by:

- (a) Making an application for membership in a form or manner prescribed by the Cooperative;**
- (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 as they presently exist and as they may from time to time be lawfully altered and amended and any rules and regulations adopted by the Board;**
- (d) Paying the membership fee hereinafter specified; provided, however, that no person, firm association, corporation or body politic or subdivision thereof shall become a member unless and until he or it has been accepted for membership by the Board of the members. No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided by these bylaws.**

At each meeting of the members held subsequent to the expiration of a period of six months from the date of incorporation of the Cooperative, all applications received more than ninety days prior to such meeting which have not been accepted or which have been rejected by the Board shall be submitted by the Secretary to such meeting and, subject to compliance by the applicant with the requirements hereinabove set forth, any such applications may be accepted by vote of the members. The Secretary shall give each such applicant at least ten days written notice of the date of the members’ meeting to which his application will be submitted and such applicant shall be entitled to be present and heard at the meeting.

- (e) Agreeing to wire the premises of the member being serviced by the Cooperative to a standard such that the wiring is in accordance with the minimum standards of the National Electrical Code, the State Fire Insurance Regulations, and all County and Municipal ordinances.**

Section 2. Membership Certificates

Membership in the Cooperative shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board. Such certificate shall be signed by the President and the Secretary of the Cooperative and the Corporate Seal shall be fixed thereto. No membership certificate shall be issued for less than the membership fee fixed in these bylaws, nor until such membership fee has been fully paid 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 may prescribe.

Section 3. Joint Membership

A husband and wife may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term “membership” as used in these bylaws shall be deemed to include a husband and wife holding a 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 actions by or in respect of 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 of notice of the meeting;**
- (b) The vote of either separately or both jointly shall constitute 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 be elected or appointed as an officer or Board member, provided that both meet the qualifications for such office.**

Section 4. Conversion of Membership

- (a) A member may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his or her spouse to comply with the Articles of Incorporation, bylaws and rules and regulations adopted by the Board.**
- (b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor; provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.**

Section 5. Membership Fees

The membership fee shall be five dollars, upon the payment of which a member shall be eligible for one service connection.

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 his application for membership, and shall pay therefore at rates which shall from time to time be fixed by the Board. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall pay to the Cooperative such minimum amount regardless of the amount of electric energy consumed, as shall be fixed by the Board from time to time. Each member shall also pay all amounts owed by him to the Cooperative as and when the same shall become due and payable.

It is not the intent of this section to discourage or prohibit cogeneration facilities on the member's premises. Cogeneration requests shall be considered by the Board of Trustees in accordance with acceptable utility practices.

Section 7. Termination of Membership

- (a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe.**

The Board may, by the affirmative vote of no less than two-thirds of all the members of the Board, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, bylaws or rules or regulations adopted by the board, but only if such member shall have been given written notice by 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 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 may be cancelled by resolution of the Board.

- (b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate and the membership certificate of such member shall be surrendered forthwith to the Cooperative.
- (c) In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of the membership fee paid by him; provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative.

ARTICLE 2 – Rights and Liabilities of Members

Section 1. Property Interest of Members

Upon dissolution, after (a) all debts and liabilities of the Cooperative shall have been paid, and (b) all capital furnished through patronage shall have been retired as provided in the bylaws, 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 ten years next preceding the date of the filing of the certificate of dissolution, unless otherwise provided by law.

Section 2. Non Liability for Debts of the Cooperative

The private property of the members shall be exempt from execution of 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 3 – Meeting of Members

Section 1. Annual Meeting

The Annual Meeting of the members shall be held at such time and place within one of the counties served by the Cooperative as designated by the Board, as is designated in the notice of the meeting for the purpose of electing Board members, passing upon reports for the previous fiscal year, and transacting such other business as may come before the meeting. It shall be the responsibility of the Board to make adequate plans and preparation for the Annual Meeting. If the date 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 at a designated time 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, or upon a written request signed by any three Board members, by the President, or by ten per centum or more of all 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 shall be held at such time and place within one of the counties served by the Cooperative as designated by the Board, and as specified in the notice of the special meeting.

Section 3. Notice of Member's Meetings

Written or printed notice stating the place, day and hour of the meeting and the purpose or purposes requiring special notice for which the meeting is called, shall be delivered to each member not less than ten days nor more than forty-five 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. If 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 may be taken by the members at such meeting.

Section 4. Quorum

One per centum of the total membership, present in person, shall constitute a quorum for the transaction of business at all meetings of the members. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice.

Section 5. Voting

- 1. TRUSTEES** – Trustees shall be voted upon only by the members residing in the district of the Trustee seeking election. Each member residing in the district of the Trustee running for the Board shall be entitled to only one (1) vote per membership. No member shall be entitled to vote by proxy. Ballots shall be mailed no later than ten (10) days prior to the date they must be returned, all ballots must be returned to the Cooperative with a postmark of fifteen (15) days prior to the Annual Meeting date. The counting of the ballots will be by a teller committee appointed by the Board of Trustees prior to the election and the teller committee shall consist only of Cooperative members and shall not include any current employees or current Trustees.
- 2. OTHER MATTERS** – Except for the election of Trustees, any and all other matters requiring a vote by the membership shall be by the members in attendance in person at the annual meeting. Except as otherwise provided by law, the Articles of Incorporation, or these bylaws.

Section 6. Order of Business

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

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

ARTICLE 4 – Trustees

Section 1. General Powers

The business and affairs of the Cooperative shall be managed by a Board of nine Trustees which shall exercise all of the powers of the Cooperative except such as are by law, the Articles of Incorporation of these laws conferred upon or reserved to the members.

Section 2. Election and Tenure

The territory served or to be served by the Cooperative shall be divided into nine (9) districts, each of which shall contain as nearly as possible the same number of members. Each district shall be represented by one Trustee. The original districts shall be as follows:

AS PER DESCRIPTIONS HERETO ATTACHED

Not less than 60 days before any meeting of the members at which Trustees are to be elected, the Board shall review the composition of several districts, and if it should find inequities in representation, the Board shall reconstitute the districts so that each shall contain as nearly as possible the same number of members.

Beginning with the annual meeting held in October 1966, the order of elections shall be as follows: Trustees representing Districts 1, 5, and 9 shall be elected in 1966, those representing districts 2, 3, and 7 shall be elected in 1967, and those representing districts 4, 6, and 8 shall be elected in 1968. Each Trustee shall be elected for a three (3) year term, as hereinafter described. At each succeeding annual meeting of the members, or any adjournment thereof, three (3) Trustees shall be elected by ballot by and from the members to take the place of those Trustees whose terms expire in that year to serve for a term of three years or until their successor shall have been elected and shall have qualified, subject to the provisions of these bylaws with respect to the removal of Trustees. The nominee from each district receiving the highest number of votes shall be declared elected as Trustee.

A newly elected Trustee's term of office shall commence on the day of his election and the first meeting at which he shall serve in his elected capacity shall be the regular meeting immediately after the annual meeting of the members as described in Article 5, Section 1, of these bylaws.

Section 3. Qualifications

To become or remain a Trustee of the Cooperative, a person must have the following general qualifications:

- (a) Is a natural person or individual;
- (b) Is a member in good standing permanently residing in the District from which the Trustee is elected or chosen; and must use, receive and purchase electric service at the Trustee's primary residence;
- (c) Be a citizen of the United States of America;
- (d) Is not in any way employed by or financially interested in a competing enterprise or a business selling electric energy or supplies to the Cooperative or a business primarily engaged in

selling electrical or plumbing appliances, fixtures or supplies to the members of the Cooperative;

- (e) Is not presently employed by and has not been employed for a period of at least five (5) years, by the Cooperative or any entity controlled by the Cooperative or an entity in which the Cooperative owns a majority interest;
- (f) Has the capacity to enter legally binding contracts;
- (g) Has not been convicted of a felony; and must be eligible to vote in state and national elections; for purposes of this section, the term “convicted” shall include a finding of guilt, a plea of guilty, a plea of nolo contendere or a verdict of guilty, whether or not adjudication was withheld or clemency had been granted;
- (h) May be subject to periodic random drug screenings administered by the Cooperative for its employees;
- (i) Not be a close relative of a Cooperative employee, Trustee, or any person in a position of trust with the Cooperative. For purposes of this section “close relative” shall include: aunt, uncle, parent, children or their spouse, grandparent, grandchild, brother, sister, husband, wife, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-sister, and half-brother.

All persons desiring eligibility to become or remain as a Trustee shall be required to (1) execute a document that affirms compliance with the qualifications as stated in our bylaws, and (2) provide a release for the Cooperative to investigate and acquire reports necessary to affirm such compliance in order to be deemed qualified.

Upon establishment of the fact that a Trustee is holding office in violation of any of the foregoing provisions, it shall immediately become incumbent upon the Board of Trustees to remove such Trustee from office.

Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Trustees.

Section 4. Nominations

It shall be the duty of the Board to appoint, not less than thirty (30) nor more than ninety (90) days before the date of a meeting of the members at

which Board members are to be elected, a committee on nominations consisting of not less than five (5) nor more than eleven (11) members who shall be selected from different sections so as to insure equitable representation. No member of the Board may serve on such a committee. The committee, keeping in mind the principle of equitable representation, shall prepare and post at the principle office of the Cooperative at least twenty (20) days before the meeting a list of nominations for each Board position to be filled by election.

Additional members may be placed in nomination for available Board positions by the filing of petition with the General Manager of the Cooperative at least fifty (50) days before the meeting. Said petition must be signed by at least fifteen (15) members residing within the district represented by the available Board position.

There shall be no nominations from the floor during the meeting.

Section 5. Removal of Board Member by Members

Any member may bring charges against a Board member and, by filing with the Secretary such charges in writing together with petition signed by at least ten per centum of the members, may request the removal of such Board member by reason thereof.

Such Board member shall be informed in writing of the charges at least ten 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 of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such Board members shall be considered and voted upon at the next meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

Section 6. Vacancies

Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of Board members by the members, a vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Board members for the unexpired portion of the term.

Section 7. Compensation

Board members as such, shall not receive any salary for their services, but by resolution of the Board of Trustees, a fixed sum may be allowed for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences and training programs or performing committee assignments when authorized by the Board. If authorized by the Board, Board members may also be reimbursed for expenses actually incurred in carrying out such Cooperative business or granted a reasonable per diem allowance by the Board in lieu of detailed accounting for some of these expenses. No Board member shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a Board member receive compensation for serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote of the members or the service by the Board member or his close relative shall have been certified by the Board as an emergency measure. For purposes of this section and these bylaws in the event a Board member receives compensation for serving the Cooperative or a Board member has a close relative receiving compensation of any kind for serving the Cooperative, then, in the event, said Board member shall not be eligible to become or remain a Trustee of the Cooperative. For purposes of this section "close relative" shall include: aunt, uncle, parent, children or their spouse, grandparent, grandchild, brother, sister, husband, wife, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-sister, and half-brother.

Section 8. Indemnification of Trustees, Officers and General Manager

Each Trustee, officer, or general manager of the Cooperative now or hereafter serving as such, shall be indemnified by the Cooperative against any and all claims and liabilities, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Cooperative) to which he has or shall become subject by reason of any action alleged to have been taken, omitted, or neglected by him, while serving as such, if he acted in good faith and in such a manner that he reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; every trustee, officer or general manager shall be indemnified against all expenses, court costs, expert witness fees, attorney fees, judgments, fines and amounts paid in such action, suit or proceeding, provided such trustee, officer or general

manager was acting within the scope of his employment at the time the claim arose.

ARTICLE 5 – Meetings of Board

Section 1. Regular Meetings

A regular meeting of the Board shall be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the Board shall also be held monthly at such time and place within one of the counties served by the Cooperative as designated by the Board. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof.

Section 2. Special Meetings

Special meetings of the Board may be called by the President or by any three Board members, 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 Board members calling the meeting shall fix the time and place for the holding of the meeting.

Section 3. Notice of Board Meetings

Written notice of the time, place and purpose of any special meeting of the Board shall be delivered to each Board member either personally or by mail, by or at the direction of the Secretary, or upon default in duty by the Secretary, by the President or the Board member calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Board member at his address as it appears on the records of the Cooperative, with postage thereon prepaid.

Section 4. Quorum

A majority of the Board shall constitute a quorum; provided, that if less than such majority of the Board is present at said meeting, a majority of the Board members present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent Board members of the time and place of such adjourned meeting. The act of a majority of

the Board members present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise provided in these bylaws.

ARTICLE 6 – 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 from time to time. The offices of Secretary and Treasurer may be held by the same person.

Section 2. Election and Term of Office

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

Section 3. Removal of Officers and Agents by the Board

Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer, and by filing with the Secretary such charges in writing together with a petition signed by ten per centum 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 days prior to the Board meeting 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 him shall have the same opportunity. 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. The President Shall:

- (a) Be the principal executive officer of the Cooperative, and, unless otherwise determined by the members of the Board, shall preside at all meetings of the members and the board;**
- (b) Sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by the Board of the members, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by those bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and**
- (c) In general perform all duties incident to the office of the President and such duties as may be prescribed by the Board 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 acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned to him by the Board.

Section 6. Secretary

The Secretary shall be responsible for:

- (a) Keeping the minutes of the meetings of the members and of the Board in books provided for that purpose;**
- (b) Seeing that all notices are duly given in accordance with these bylaws or as required by law;**
- (c) The safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all certificates of membership prior to the issue thereof, and to all documents, the execution of which on behalf of the Cooperative**

under its seal is duly authorized in accordance with the provisions of these bylaws;

- (d) Keeping a register of the names and post office addresses of all members;
- (e) Signing, with the President, certificates of membership, the issue of which shall have been authorized by the Board or the members;
- (f) Keeping on file at all times a complete copy of the Articles of Incorporation and bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Cooperative, furnishing a copy of the bylaws and all amendments thereto to each member upon written request; and
- (g) In general performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board.

Section 7. Treasurer

The Treasurer shall:

- (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 the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board.

Section 8. Manager

The Board 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 may from time to time vest in him.

Section 9. Bonds of Officers

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

Section 10. Compensation

The powers, duties and compensation of officers, agents and employees shall be fixed by the Board subject to the provisions of these bylaws with respect to compensation for a Board member and close relatives of a Board member.

Section 11. Reports

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

ARTICLE 7 – Nonprofit Operation

Section 1. Interest or Dividends on Capital Prohibited

The Cooperative shall at all times be operated on a Cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

Section 2. Patronage Capital in Connection with Furnishing Electric Energy

In the furnishing of electric energy, the Cooperative's operations shall be so conducted that all patrons, members and nonmembers alike, will through their patronage furnish capital for the Cooperative. In order to

induce patronage and to assure that the Cooperative will operate on a nonprofit basis the Cooperative is obligated to account on a patronage basis to all its patrons, members and non-members alike, for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons, members and non-members alike, as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. 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 legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital. A member's right to receive patronage or similar amounts vests, accrues and becomes payable only upon the Cooperative retiring or refunding the patronage, or similar amounts as provided in these bylaws, and not upon the Cooperative allocating or crediting the patronage, or similar amounts.

All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its patrons on a patronage basis and any amount so allocated shall be included as part of the capital credited to the account of patrons, as herein provided.

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. If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired.

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, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provision of these bylaws, the Board, at its discretion, shall have the power at anytime upon the death of any patron, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the board acting under policies of general application, and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

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 the 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 provisions. The provisions of this article of the bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office.

If any patron or former patron fails to claim any check representing retirement of Capital Credits or other credits due members by the Cooperative within two (2) years after payment has been attempted by a check mailed to the last address provided by patron to the Cooperative, such failure shall be and shall constitute an irrevocable assignment and gift by such patron of such credits to a qualified educational charity to be selected by the COOPERATIVE'S BOARD OF TRUSTEES. "Fails to Claim" shall mean failure to negotiate a check or the return of a check mailed to the last address provided by the patron. "Qualified Educational Charity" means an educational charity accepted by the Internal Revenue Service as a 501(c)(3) charity. The date of such assignment and gift shall be two (2) years from the date of the check issued in payment of such credit provided, however, that such assignment and gift shall not be effective until 60 days has expired from the date of the publication in the Cooperative's newsletter or in a newspaper of general circulation (one publication) of a notice that unclaimed credits over two years old must be claimed within 60 days or be deemed irrevocably assigned.

ARTICLE 8 – Disposition of Property

The Cooperative may not sell, mortgage, lease or otherwise dispose of, or encumber all or any substantial part of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds of all the members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting: provided, however, that notwithstanding anything herein contained, the Board of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income there from, all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Cooperative to United States of America or any instrumentality or agency thereof or to any financing institutions organized on a Cooperative plan for the purpose of financing its members programs, projects and undertakings, in which the Cooperative holds membership.

ARTICLE 9 – Seal

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words “Corporate Seal, Florida”.

ARTICLE 10 – Financial Transactions

Section 1. Contracts

Except as otherwise provided in these bylaws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instance.

Section 2. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed and/or countersigned by such officer or officers, agent or agents, employee or employees, of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. Deposits

All funds except petty cash of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board may select.

Section 4. Fiscal Year

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

ARTICLE 11 – Miscellaneous

Section 1. Membership in Other Organizations

The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchase, provided, however, that the Cooperative may upon the authorization of the Board, purchase stock in or become a member of any corporation or organization organized on a nonprofit basis for the purpose of engaging in or furthering the cause of rural electrification, or with the approval of the Administrator of REA, of any other corporation for the purpose of acquiring electric facilities.

Section 2. Waiver of Notice

Any member or Board member may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or Board member at any meeting shall constitute a waiver of notice of such meeting by such member or Board member, except in case a member or Board member shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

Section 3. Policies, Rules and Regulations

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

Section 4. Accounting System and Reports

The Board shall cause to be established and maintained a complete accounting system which among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Electrification Administration of United States of America. The Board shall also after the close of each fiscal year cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year. A report of such audit shall be submitted to the members at the next following annual meeting.

Section 5. Area Coverage

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

ARTICLE 12 – Amendments

These bylaws may be altered, amended or repealed by the members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal.

AS REVISED OCTOBER 3, 2015