

LAGRANGE COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION

BYLAWS

(last revised August 25, 2025)

ARTICLE I – COOPERATIVE MEMBERSHIP

1. MEMBERSHIP ELIGIBILITY.

- A. Eligibility. Except as otherwise specified in these Bylaws, any individual or entity with the capacity to enter legally binding contracts (“Person”) who consumes, receives, purchases, or otherwise uses (collectively, “Uses”), or seeks or agrees to Use, electric energy that is generated, transmitted, distributed, sold, supplied, furnished, or otherwise provided (“Provided”) by the LaGrange County Rural Electric Membership Corporation (“Cooperative”) is eligible to become a Person admitted to membership in the Cooperative (“Member”).
- B. Energy Requirement. A Person is not a Member of the Cooperative unless:
 - 1. the Person resides at, engages in a business at, owns, controls, or otherwise occupies (“Occupies”) a residence, office, building, premise, structure, facility, irrigation structure, security light, or other location (“Location”) to which the Cooperative may Provide electric energy; and
 - 2. the Member has agreed to Use, and the Cooperative has agreed to Provide, electric energy at such Location.
- C. Membership Restrictions.
 - 1. Number. No Person, either individually or through an entity not considered legally separate from the Person, may hold more than one Cooperative membership.
 - 2. Location. No two Persons may be a Member with respect to the same Location except:
 - a. for Joint Members with respect to a Joint Membership (as those terms are defined in Article I, Section 5); or
 - b. to the extent that the Persons Occupy legally distinct units at the Location.
 - 3. Indebtedness. No Person may be a Member with respect to a Location if a former Member who owes money for electric energy and/or other products and services Provided by the Cooperative to the Location also Occupies the Location.
- D. Non-Transferable. No Cooperative membership, and no right or privilege associated therewith, may be sold, purchased, assigned, or otherwise transferred except as otherwise required by law or permitted by these Bylaws and only to the extent allowed in writing by the Board of Directors (“Board”).

2. MEMBERSHIP PROCEDURE.

- A. Application. Any Person seeking to Use electric energy Provided by the Cooperative must first become a Member. Any qualified Person seeking to become a Member (“Applicant”),

prior to being Provided electric energy, must complete a written membership application furnished by the Cooperative in which the Applicant agrees to:

1. comply with all applicable law and legally binding agreements regarding the Cooperative, including, but not limited to, the Cooperative's Articles of Incorporation (the "Articles"), these Bylaws, the Cooperative's service rules and regulations, the Cooperative's rate or price schedules, and any policy, resolution, action, or amendment adopted by the Board (collectively, the "Governing Documents");
 2. be a Member;
 3. pay the Cooperative, at prices, rates, or amounts determined by the Board and pursuant to the terms, conditions, time, and manner determined by the Board, for all the following:
 - a. electric energy Provided to the Applicant at any Location that the Applicant Occupies and that is not the responsibility of another Member;
 - b. dues, assessments, fees, deposits, contributions, or other amounts required by the Governing Documents or applicable law;
 - c. outstanding amounts owed to the Cooperative by the Applicant, including, if applicable, as a former Member; and
 - d. interest, compounded periodically, late payment fees, and collection costs, including attorney and collection fees, related to amounts owed, but not timely paid, to the Cooperative; and
 4. complete any additional or supplemental document or contract required for electric energy to be Provided by the Cooperative.
- B. Procedures. In the event a Person Uses electric energy prior to becoming a Member, that Person shall, upon request of the Cooperative, follow the procedures set forth in this section to become a Member. If such a Person refuses or fails to follow the procedure required to become a Member, the Cooperative may take all measures it deems appropriate including, but not limited to, refusal, suspension, or termination of electric energy Provided by the Cooperative to the Person.

3. AUTOMATIC MEMBERSHIP.

- A. Condition. Except as specified herein, an Applicant automatically becomes a Member of the Cooperative when the Applicant completes the membership procedure as set forth in these Bylaws to the Cooperative's satisfaction, is eligible to be a Member, and Uses electric energy. The effective date of the membership shall be the date the Applicant first Uses electric energy Provided by the Cooperative to the Location, excluding any electric energy Provided to the Location pursuant to another membership agreement.

- B. Denial. The Board may deny the Applicant membership in the Cooperative for good cause or upon a determination by the Board that the Applicant is unable to comply with the Governing Documents, in which event the Cooperative shall return to the Applicant any amounts paid to the Cooperative by the Applicant as part of the application procedure other than amounts paid for Use of electric energy, outstanding amounts previously owed the Cooperative, and any associated interest or late payment charges.

4. MEMBERSHIP CERTIFICATES.

The Cooperative may issue membership certificates to each Member in a manner, method, and form determined by the Board not contrary to, or inconsistent with, the Articles or these Bylaws.

5. JOINT MEMBERSHIP.

- A. Eligibility. The Cooperative may permit any Persons who are legally married to each other, who Occupy any Location in common, and who otherwise qualify to be Members to hold a joint membership in the Cooperative (“Joint Membership”) with respect to the Location. In the manner specified by these Bylaws, the natural Persons who comprise a respective Joint Membership (each, a Joint Member”) may simultaneously become or remain separate non-Joint Members with respect to other Locations. Except as otherwise specified in these Bylaws, the term “membership” includes any Joint Membership, and the term “Member” includes any Joint Member.
- B. Procedure. To form a Joint Membership, eligible Persons must jointly consent to and execute a Joint Membership application with respect to one or more Locations in the same manner as a Member becomes a Member. Upon receiving such an application, the Cooperative will convert any existing membership at the Location(s) to a Joint Membership.
- C. Joint Member Rights and Obligations. Except as denied membership or as otherwise specified by these Bylaws, Joint Members have and may enjoy all the rights, benefits, and privileges of, and are subject to all the obligations, requirements, and liabilities of, being a Member.
- D. Effect of Joint Member Actions. For each Joint Membership:
 - 1. notice of any meeting given to either Joint Member or waiver of notice of any meeting signed by either Joint Member respectively constitutes notice or waiver of notice for both Joint Members;
 - 2. the presence of either, or both, Joint Members at any meeting constitutes the presence of one (1) Member at the meeting and waives notice of the meeting for both Joint Members;

3. if only one (1) Joint Member votes on any matter; signs a petition, consent, waiver, or other document; or otherwise acts, then the vote, signature, or action binds the Joint Membership and constitutes one (1) vote, signature, or action;
4. if both Joint Members vote on any matter; sign a petition, consent, waiver, or other document; or otherwise act, then the first vote, signature, or action received by the Cooperative binds the Joint Membership and constitutes one vote, signature, or action;
5. except as otherwise stated in this section, the suspension or termination of one Joint Member constitutes suspension or termination of both Joint Members; and
6. a Joint Member may serve as a member of the Board (a “Director”) only if both Joint Members are otherwise qualified to serve as a Director but the other Joint Member is not already a Director.

E. Termination and Conversion.

1. Termination Event. A Joint Membership is terminated upon:
 - a. the death of one or both of the Joint Members;
 - b. the legal divorce, separation, or conclusion of the Joint Member relationship; or
 - c. the failure of the Joint Members to Occupy the same Location;
 (each, a “Joint Membership Termination Event”).
2. Notice. Joint Members shall promptly notify the Cooperative in writing upon the occurrence of a Joint Membership Termination Event.
3. Conversion Event. Notwithstanding the termination of a Joint Membership, once the Cooperative has learned of the occurrence of a Joint Membership Termination Event, the Cooperative may instead convert the Joint Membership into a membership in the name of any former Joint Member who remains qualified to Use electric energy at the respective Location or Locations.
4. Effective Date. The Cooperative may determine the effective date of any Joint Membership Termination Event as long as the chosen date occurs on or after the Joint Membership Termination Event and on or before the day the Cooperative constructively learns of the Joint Membership Termination Event.

[For the re-allocation of Capital Credits after a Joint Membership Termination Event, see Article VI, Section 2(I).]

6. COOPERATIVE SERVICES.

- A. Providing Cooperative Services. The Cooperative shall Provide electric energy and other products and services (collectively, “Cooperative Services”) to Members who have purchased such Cooperative Services in a reasonable manner, provided that the Members

comply with any reasonable procedure required by the Cooperative therefor. The Cooperative, however, does not insure, guarantee, or warrant that the Cooperative will Provide adequate, continuous, or flawless Cooperative Services. The Cooperative's responsibility and liability for Providing Cooperative Services terminate upon delivery of Cooperative Services to a Member or other Person acting for a Member. The Cooperative shall not be liable for any damage, injury, cost, or expense, including attorney fees, to persons or damage to property caused by inadequate, noncontinuous, or flawed delivery of Cooperative Services to a Member or other Person acting for a Member.

B. Purchase of Cooperative Services. Each Member, at prices, rates, or amounts determined by the Board, and pursuant to the terms, conditions, time, and manner determined by the Board, shall pay the Cooperative for:

1. all Cooperative Services Used by the Member at, or for, any Location Occupied by the Member and that is not the responsibility of another Member;
2. all dues, assessments, fees, deposits, contributions, or other amounts required by applicable law or the Governing Documents; and
3. interest, compounded periodically, late payment fees, and collection costs, including attorney and collection fees, for all amounts owed, but not timely paid, to the Cooperative.

C. Suspension or Termination of Cooperative Services. The Cooperative may suspend or terminate any Cooperative Services Provided to a Member. The Cooperative will give the Member prior notice thereof for electric energy services (excluding prepaid electric energy services) except where the Cooperative:

1. determines that the Member has tampered or interfered with, damaged, or impaired any product, equipment, structure, facility, or other good furnished or utilized by the Cooperative to Provide any Cooperative Service (the "Cooperative Equipment");
2. discovers any unsafe condition of any Cooperative Equipment; or
3. discovers any imminent hazard or danger posed by any Cooperative Equipment.

7. MEMBER SUSPENSION.

A. Power. The Cooperative may suspend Members as specified in this Article and as allowed by law.

B. Suspension Reasons. The Cooperative may suspend a Member for the following reasons (each, a "Suspension Reason"): (i) if the Member fails to timely pay any amounts due the Cooperative; (ii) if the Member violates or fails to timely comply with the Governing Documents; (iii) if the Member ceases to Use electric energy; (iv) if the Member dies, legally dissolves, or legally ceases to exist; (v) if the Member voluntarily requests

suspension; (vi) as otherwise specified in these Bylaws; or (vii) for other good cause determined by the Cooperative.

C. Notice and Comment. Except as otherwise specified in these Bylaws or by the Board, a Member is suspended upon:

1. a Member's voluntary request for suspension; or
2. the Cooperative having:
 - a. given the Member at least fifteen (15) days' prior written notice of the Member's possible suspension and the underlying Suspension Reason;
 - b. notified the Member that the Member has at least five (5) days after the effective date of the notice to comment upon the Suspension Reason in writing;
 - c. allowed the Member the period specified in this subsection for comment; and
 - d. determined to suspend the Member.

D. Effect of Member Suspension upon Cooperative. Upon a Member's suspension, the Cooperative may cease Providing any Cooperative Service to the Member and the Cooperative's duties, obligations, and liabilities imposed by these Bylaws for the Member cease other than the Cooperative's: (i) obligation to retire and refund Capital Credits and Affiliated Capital Credits; and (ii) obligations regarding the Cooperative's dissolution.

E. Effect of Member Suspension upon Member. Other than the right to receive retired and refunded Capital Credits and Affiliated Capital Credits, and other than rights upon the Cooperative's dissolution, a suspended Member forfeits and relinquishes all rights given in the Governing Documents. In particular, a suspended Member may not receive notice, nominate, vote, remove, demand, request, petition, consent, or otherwise act as stated in the Governing Documents. A suspended Member, however, remains subject to all obligations imposed by the Governing Documents.

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

8. MEMBER TERMINATION.

A. Power. Upon approval by the Cooperative in good faith, and as allowed by law, a suspended Member is terminated.

B. Effect. Termination of a Member does not release the former Member from any debts, liabilities, or obligations owed the Cooperative. Upon a Member's termination from the Cooperative, and after deducting any amounts owed the Cooperative, the Cooperative shall

return to the Member any amounts authorized by the Cooperative and generally returned to terminated Members and any membership fee or deposit paid by the Member.

- C. Reinstatement. In the event a terminated Member desires to become a Member thereafter, the former Member must follow all procedures required to become a Member. In the event a former Member is reinstated, the Cooperative may utilize the Member's previous account information and history as deemed appropriate by the Cooperative.

9. MEMBERSHIP LIST.

- A. Duty to Maintain. The Cooperative, or the Cooperative's agent, shall maintain a record of all current non-suspended Members ("Total Membership") in a form permitting the Cooperative to alphabetically list the names and addresses of all Members (as stipulated, "Membership List").
- B. Inspection and Copying. Upon delivery of at least five (5) business days' prior written notice or request and upon payment of a reasonable charge determined by the Cooperative to cover the Cooperative's labor and material cost of preparing and copying the Membership List, a Member or the Member's attorney may inspect and copy the names and addresses included in the Membership List at a reasonable time and place specified by the Cooperative.
- C. Consent Required. Without the Board's consent, however, a Member may not inspect, copy, or receive a copy of, the names and addresses included in the Membership List for any purpose unrelated to the Member's interest as a Member. Likewise, without the Board's consent, the names and addresses included in the Membership List may not be: (i) used to solicit money or property unless the money or property is used solely to solicit Member votes; (ii) used for any commercial purpose; or (iii) sold to, or purchased by, any Person.

10. INDEMNIFICATION.

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

11. MEMBER LIABILITY.

A Member is not liable to third parties for the Cooperative's acts, debts, liabilities, or obligations.

ARTICLE II – MEMBER MEETINGS AND MEMBER VOTING

1. ANNUAL AND REGULAR MEMBER MEETINGS.

- A. Setting. The Cooperative, at the date, time, and place determined by the Board:
 - 1. shall hold an annual meeting of Members (“Annual Member Meeting”) on or around each June; and
 - 2. may hold regular meetings of Members (“Regular Member Meetings”).
- B. Reports. At the Annual Member Meeting, the President and Treasurer, or their respective designees, shall report on the activities and financial condition of the Cooperative, respectively. The reports may instead be included in the meeting notice or posted before the meeting on the Cooperative’s website.
- C. Disclaimer. The failure to hold or to timely hold any Annual Member Meeting or Regular Member Meeting does not affect the validity of any Cooperative action.

2. SPECIAL MEMBER MEETINGS.

- A. Call. The Cooperative shall hold a special meeting of Members (“Special Member Meeting”) upon the Secretary having received:
 - 1. a written or oral request from the Board or the President;
 - 2. a written request signed by at least one-third ($\frac{1}{3}$) of the Directors; or
 - 3. a petition signed and dated by at least five percent (5%) of the Total Membership, each page of which requests the meeting and describes its intended purpose (as stipulated, “Member Demand”).
- B. Setting. The Special Member Meeting shall be held at the date, time, and place determined by the Board; provided, however, that if the Board does not properly notify the Members of the Special Member Meeting within thirty (30) days of having received the Member Demand, then any Member who signed the Member Demand may set the date, time, and place of the meeting in LaGrange County, Indiana and notify the Members of the meeting.

3. CONDUCT OF MEMBER MEETINGS.

- A. Scope. At any Annual Member Meeting, Regular Member Meeting, or Special Member Meeting (each, a “Member Meeting”), the Members shall consider and act upon only such matters as may be stated in the meeting notice.
- B. Agenda. The Board shall determine the agenda and order of business for Member Meetings.
- C. Presider. Except as otherwise determined by the Board or required by the Governing Documents, at each Member Meeting, the President or the President’s designee:
 - 1. shall preside at the meeting;

2. may establish rules for conducting the meeting;
3. may exercise power reasonably necessary for efficiently and effectively conducting the meeting; and
4. may remove any Person from the meeting for unruly, disruptive, or similar behavior.

4. NOTICE OF MEMBER MEETINGS.

- A. Duty to Notify. As directed by the President, Secretary, or any other Officer or Member properly calling a Member Meeting, the Cooperative shall deliver written notice of the Member Meeting.
- B. Sufficiency. Notice of a Member Meeting is sufficient if the notice:
 1. is sent personally, by mail in a sealed envelope with any applicable postage thereon prepaid, by federally authorized overnight shipping carrier, or by electronic means that is capable of verification (including text or email);
 2. is sent to all Members entitled to vote at the Member Meeting using the Member's address, email address, and/or other address shown on the Membership List;
 3. states the date, time, and place of the Member Meeting;
 4. contains all applicable voting options and instructions;
 5. states the deadlines set by the Board for the various voting options;
 6. is sent between ten (10) and sixty (60) days prior to the meeting if by mail or between thirty (30) and sixty (60) days prior to the meeting if by other means of communication;
 7. with respect to any Annual Member Meeting or Regular Member Meeting, describes each matter to be considered or voted or acted upon at the meeting; and
 8. with respect to any Special Member Meeting, states the purpose for which the meeting is called and describes any matter to be considered or voted or acted upon at the meeting.
- C. Timing Rules. Notice shall be considered delivered when personally received, transmitted by email or other electronic means, postmarked by the United States Postal Service, or deposited with a federally authorized overnight shipping carrier.
- D. Adjournment. Notice is not required for any adjourned Member Meeting that is set to take place less than 120 days after the date of an original Member Meeting during which the subsequent meeting date, time, and place was announced.
- E. Disclaimer. The inadvertent or unintended failure to send notice of any Member Meeting to a particular Member shall not affect the validity of any Cooperative action.
- F. Waiver.

1. Written. A Member may waive notice of a Member Meeting, or waive notice of any matter to be considered or voted or acted upon at a Member Meeting, by signing and delivering to the Cooperative a written waiver of notice no later than thirty (30) days following the Member Meeting.
2. Attendance. A Member's attendance at a Member Meeting in person or by means of remote communication operates to waive objection to lack of notice or defective notice of the Member Meeting unless the Member objects to holding the Member Meeting or to transacting business at the Member Meeting,
3. Specific Matters. A Member's attendance at a Member Meeting in person or by means of remote communication operates to waive objection to consideration of a particular matter at the Member Meeting that is not described within the meeting notice unless the Member objects to consideration of the matter when the matter is presented.

5. RECORD DATE.

The Board may fix a date for determining the Total Membership (the "Record Date") and the Members entitled to: (i) notice of a Member Meeting; and (ii) vote at a Member Meeting. Respectively, no Board determined Record Date may be more than seventy (70) days prior to the date of the Member Meeting. Unless otherwise fixed by the Board, the Record Date for determining the Total Membership and the Members entitled to: (i) notice of a Member Meeting is the close of business on the business day proceeding the day the Cooperative notifies Members of the Member Meeting; and (ii) vote at a Member Meeting is the date of the Member Meeting.

The Record Date for determining the Total Membership and the Members entitled to sign a Member Demand is the close of business on the thirtieth (30th) day prior to the Cooperative's receipt of Member Demands. The Record Date for determining the Total Membership and the Members entitled to notice of, or to vote at, a Member Meeting is effective for any Member Meeting adjourned to a date not more than seventy (70) days following the Record Date for determining the Total Membership and the Members entitled to notice of the original Member Meeting.

6. MEMBER MEETING LIST.

After fixing the Record Date for determining the Members entitled to notice of a Member Meeting, and through the Member Meeting, the Cooperative shall prepare, update, and maintain an alphabetical list indicating: (i) Members entitled to notice of, and to vote at, the Member Meeting; and (ii) the name of and address of each Member listed.

7. MEMBER QUORUM.

A quorum of the Members is reached when two percent (2%) of the Total Membership participates in any of the following manners: (i) Members who are present in person or by means of remote

communication at any Member Meeting; (ii) Members who, in accordance with these Bylaws, cast votes by a written ballot mailed to the designated address and received prior to the early voting deadline established by the Board (a “Member Meeting Written Ballot”); or (iii) Members who, in accordance with these Bylaws, cast votes by an electronic ballot before the early voting deadline established by the Board (a “Member Meeting Electronic Ballot”) (a “Member Quorum”).

8. MEMBER VOTING.

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

Unless otherwise provided by law, the Articles, or these Bylaws, Members approve a matter and act if: (i) a Member Quorum is reached; and (ii) a plurality of Members entitled to vote on a matter, and voting on the matter, vote in favor of the matter. The Cooperative, in its sole discretion, can allow Members to cast votes, after notice of a Member Meeting is given in accordance with these Bylaws and before a Member Meeting, in person, by a timely submitted Member Meeting Written Ballot, or by a timely submitted Member Meeting Electronic Ballot. The Board shall establish deadlines for both live voting and early voting. If a vote is received after the applicable deadline established by the Board, then the Member’s vote will not be counted. At any Member Meeting, the individual presiding over the Member vote may require the Members present to vote by voice. If the individual presiding over the Member vote determines, in good faith, that a written vote is required to determine the vote results, then the Members shall vote by written ballot. The Cooperative, in its sole discretion, may require a Member’s Ballot to be signed by the Member to be valid. The Cooperative, in its sole discretion, may require a Member Meeting Written Ballot to be signed by the Member to be a valid Member Meeting Written Ballot. The Cooperative, in its sole discretion, may require a Member Meeting Electronic Ballot to be authenticated by the Member to be a valid Member Meeting Electronic Ballot. Members may not cumulate votes. Agreements signed by Members that stipulate the manner in which a Member will vote are not valid.

Unless otherwise provided by law, the Articles, or these Bylaws, in the event of a tie vote, the following rules shall apply: (1) if there is a tie vote for any resolution or motion, the resolution or motion fails as it did not secure a sufficient number of votes for its approval; (2) if there is a tie vote for any Director and there is an incumbent seeking to retain his or her position of Director, the incumbent shall continue to serve as the Director for one year or until a new Director is duly elected or appointed, or until the number of Directors is decreased; (3) if there is a tie vote for any Director and there is no incumbent seeking to retain his or her position of Director (i.e., the

Director's seat is vacant), then the Director's seat shall remain vacant for one year or until a new Director is duly elected or appointed, or until the number of Directors is decreased.

9. MEMBER VOTING BY MEMBER PROXY.

A Member may not appoint another Member, by power of attorney or otherwise, (a "Member Proxy") to vote, or otherwise act, on any matter for the Member. The Cooperative shall not accept votes on any matter properly taken by a Member Proxy on a Member's behalf as the Member's vote.

10. ACCEPTING AND REJECTING MEMBER VOTING DOCUMENTS.

Regarding any Member Meeting Waiver of Notice, Ballot, Member Meeting Written Ballot or Member Meeting Electronic Ballot required to be signed or authenticated by a Member under Section 9 herein, or other document allegedly executed by, or on behalf of, a Member (collectively, "Member Voting Document"):

- A. Acceptance. The Cooperative may accept, and give effect to, the Member Voting Document if: (i) the name signed on the Member Voting Document or otherwise authenticated corresponds to a Member's name, and the Cooperative acts in good faith; or (ii) the Cooperative reasonably believes the Member Voting Document is valid and authorized.
- B. Rejection. The Cooperative may reject, and not give effect to, the Member Voting Document if the Cooperative: (i) acts in good faith; and (ii) has reasonable basis for doubting (a) the validity of the signature on the Member Voting Document; (b) authentication of the Member Voting Document (c) the signatory's authority to sign or authenticate on behalf of the Member. The Cooperative may also reject, and not give effect to, the Member Voting Document if (a) the Member does not timely submit the Member Voting Document to the Cooperative; (b) multiple and/or conflicting Member Voting Documents are received by the Cooperative; or (c) the vote is unclear from the Member Voting Document.
- C. Liability. Neither the Cooperative, nor any Member, Director, Officer, employee, or agent, is liable to any Member for accepting or rejecting a Member Voting Document as stated in this Bylaw.

11. PARTICIPATION VIA REMOTE COMMUNICATION.

A. Types of Remote Participation.

- 1. Limited Virtual Participation. The Board may permit that Members attend and participate in a meeting held in person by means of remote communication.

2. Virtual Meetings. The Board may direct that a particular Member Meeting will not be held in any particular place but instead by means of remote communication through which reasonable access is available to the Members. The Board may designate at any time one or more additional physical places that are not the official meeting site where community access to such a meeting will be furnished.
- B. Requirements. Participation at a Member Meeting by means of remote communication is valid only to the extent that:
1. reasonable measures are implemented to verify the identity of each Member considered present and permitted to vote at the meeting;
 2. reasonable measures are implemented to ensure that all Members have an opportunity to participate and vote on matters discussed at the meeting; and
 3. minutes of the meeting are maintained, including a record of any votes cast or actions taken by a Member.
- C. Attendance. Subject to the Governing Documents, any Member who is not physically present at a Member Meeting may nevertheless be counted as present and may vote at the meeting to the extent that the Member:
1. registers for the meeting in the manner required by the meeting presider or secretary;
 2. verifies the Member's identity as part of the meeting registration;
 3. attends the meeting by means of remote communication; and
 4. the requirements of this section are otherwise met.
- D. Technological Failures. To the extent that a general technological failure appears to cause at least fifteen percent (15%), by reasonable estimate, of those who were attending a Member Meeting to be unable to participate at the meeting, the presider may:
1. recess the meeting for a reasonable period, take reasonable steps to ensure that the technological failure is abated, take reasonable steps to ensure alternate means of remote communication are furnished; and resume the meeting as indicated; or
 2. if, after a recess, the meeting is not capable of being resumed as indicated, close or adjourn the meeting.
- E. Disclaimer. This section does not create any Member right to participate at a Member Meeting by means of remote communication.

ARTICLE III – BOARD OF DIRECTORS

1. DIRECTOR DISTRICTS.

The Cooperative has divided the general area in which Members are located or reside (the “Cooperative Service Area”) into seven (7) districts (the “Directors Districts”) as follows:

- DISTRICT #1 ALL OF VAN BUREN AND LIMA TOWNSHIPS. PART OF NEWBURY TOWNSHIP; BEING ALL OF SECTIONS 1, 4, 12, AND THE N ½ OF SECTION 9. PART OF CLAY TOWNSHIP; BEING ALL OF SECTIONS 4, 5, 6, 7, 8, 9, AND THE SW ¼ SECTION 3, AND W ½ OF SECTION 10.
- DISTRICT #2 ALL OF GREENFIELD, SPRINGFIELD TOWNSHIPS. PART OF MILFORD TOWNSHIP, BEING SECTIONS 1, 2, 3, 4, 5, 6 AND THE NE ¼ OF SECTION 12 AND THE N ½ SE ¼ SECTION 12. ALSO, INCLUDING STEUBEN COUNTY EXTENSION INTO MILLGROVE, JACKSON, AND SALEM TOWNSHIPS.
- DISTRICT #3 ALL OF BLOOMFIELD TOWNSHIP AND THE EAST PORTION OF CLAY, BEING ALL OF SECTIONS 1, 2, 11, 12, 14, 13, 23, 24, 26, 25, 35, 36. THE NW ¼ OF SECTION 3, AND THE EAST ½ OF SECTIONS 10, 15, 22, 27, AND 34.
- DISTRICT #4 THE SOUTH WEST PORTION OF CLAY TOWNSHIP, BEING SECTIONS 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, AND THE WEST ½ OF SECTIONS 15, 22, 27, AND 34. ALL OF EDEN AND CLEARSRING TOWNSHIPS; EXCLUDING SECTIONS 25 AND 36 CLEARSRING. ALL OF NEWBURY, EXCLUDING SECTIONS 1, 4, 12, AND THE N ½ OF SECTION 9 BEING IN DISTRICT 1. ALSO INCLUDING THE ELKHART COUNTY EXTENSION INTO CLINTON TOWNSHIP, AND THE NOBLE COUNTY EXTENSION INTO ELKHART AND ORANGE TOWNSHIPS.
- DISTRICT #5 THE EAST 2/3 OF JOHNSON TOWNSHIP; BEING SECTIONS 1, 2, 3, 4, 9, 10, 11, 12, 16, 15, 14, 13, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, AND 36. ALSO, MILFORD TOWNSHIP; EXCLUDING SECTIONS 1, 2, 3, 4, 5, 6, AND THE NE ¼ OF SECTION 12 AND THE N ½ SE ¼ SECTION 12.
- DISTRICT #6 THE WEST 1/3 OF JOHNSON TOWNSHIP; BEING SECTIONS 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, AND 32. ALSO, PART OF CLEARSRING TOWNSHIP, BEING SECTIONS 25 AND 36.
- DISTRICT #7 DIRECTOR AT LARGE FROM ENTIRE COOPERATIVE SERVICE AREA.

If necessary, the Board may revise the Directors’ Districts upon the Cooperative notifying, in writing, any Members affected by the Director District revision within thirty (30) days following any Director District revision, and at least thirty (30) days before the next Annual Member Meeting. No Director District revision may increase or, unless the affected Director consents in writing, shorten any existing Director’s Director Term.

2. BOARD.

The Cooperative shall have a Board consisting of one (1) natural person from each Director District elected by the Members located or residing in the Cooperative Service Area. Except as otherwise provided by law, the Articles, or these Bylaws all Cooperative powers must be exercised by the Board, or under the Board's authority; and all Cooperative affairs must be managed under the Board's direction. To the extent the law, the Articles, or these Bylaws authorize any Person to exercise any power that the Board would otherwise exercise, the Person exercising the power has, and is subject to, the same duties, responsibilities, and standards of care of the Board.

3. DIRECTOR QUALIFICATIONS.

Any Director or Director candidate must comply with this Bylaw.

- A. General Director Qualifications. A Director or Director candidate must: (i) be a natural person; (ii) have the capacity to enter legally binding contracts; (iii) while a Director, and during the five (5) years immediately prior to becoming a Director, not be, nor have been, employed by the Cooperative; (iv) not have been convicted of a felony nor have pled guilty to a felony; (v) execute an authorization to conduct a criminal background check; (vi) unless excused for good cause by the Board or Members, attend a minimum of nine (9) Regular Board Meetings during any fiscal year; not miss more than three (3) Regular Board Meetings during any fiscal year; or, miss more than three (3) consecutive Regular Board Meetings; (vii) a recipient and holder in good standing of a Credentialed Cooperative Director Certificate as issued by the National Rural Electric Cooperative Association issued within three (3) years of being elected or appointed as Director; (viii) a recipient and holder in good standing of a Board Leadership Certificate as issued by the National Rural Electric Cooperative Association issued within nine (9) years of being elected or appointed as Director; and (ix) comply with any other reasonable qualifications determined by the Board (collectively, the "General Director Qualifications").
- B. Membership Director Qualifications. While a Director, and during the one (1) year immediately prior to becoming a Director, a Director or Director candidate must: (i) be a Member in good standing permanently residing in the Director District from which the Director is elected or appointed; and (ii) use, receive, or purchase a Cooperative Service at the Director's primary residence (collectively the "Membership Director Qualifications"). The one (1) year requirement set forth above in this paragraph shall be reduced to forty-five (45) days for a spouse of a Member, that is a Director or Director candidate, provided said spouse is legally married to said Member during the said one (1) year period and the Member to whom the spouse is legally married would qualify as a Director candidate under this paragraph using the one (1) year requirement.
- C. Conflict of Interest Director Qualifications. While a Director, and during the one (1) year immediately prior to becoming a Director, a Director or Director candidate must not be,

nor have been: (i) a Close Relative of any existing Director, other than an existing Director who will cease being a Director within one (1) year; (ii) an existing, or a Close Relative of an existing, non-Director Cooperative Officer, employee, agent, or representative; (iii) employed by, materially affiliated with, or share a material financial interest with, any other Director; or (iv) engaged in, nor employed by, materially affiliated with, or have a material financial interest in, any individual or entity:

1. directly and substantially competing with the Cooperative; or
 2. selling goods or services in substantial quantity to the Cooperative, or to a substantial number of Members; or
 3. possessing a substantial conflict of interest with the Cooperative
- (collectively, the “Conflict of Interest Director Qualifications”).

D. Continuing Director Qualifications. Only natural persons complying with the General Director Qualifications, the Membership Director Qualifications, and the Conflict of Interest Director Qualifications (collectively the “Director Qualifications”) may serve, or continue to serve, as a Director. After being elected or appointed a Director, if any Director fails to comply with any Director Qualification, as reasonably determined by the Board, then the Board is authorized to remove the Director. If at least a majority of Directors authorized by these Bylaws comply with the Director Qualifications and approve a Board action, then the failure of any Director to comply with all Director Qualifications does not affect the Board action.

4. DIRECTOR NOMINATIONS.

Unless otherwise stated in these Bylaws, prior to electing Directors:

A. Member Petition Nominations. A Member desiring to run or Members who wish to nominate individuals to run for election for any Director position for which Members are scheduled to vote at any Member Meeting (“Member Petition Nominations”) shall make Member Petition Nominations by delivering to the Cooperative not more than ninety (90) days and not less than sixty (60) days prior to the Member Meeting a written declaration for each member Petition Nomination (“Member Petition”): (i) listing the name of the Member Petition nominee; (ii) indicating the Director position for which the Member Petition nominee will run; and (iii) containing the printed names, addresses, and telephone numbers, and original signatures (signed within ninety (90) days of the date of delivery), of at least fifty (50) Members of the Total Membership for a Member Petition nominee who is not a Director at the time of the Member Petition; and (iv) containing the original signature of the Member Petition nominee stating his willingness to run for Director and that said Member Petition nominee will agree that:

1. said Member Petition nominee will not expend, directly or indirectly, in either cash or in-kind contribution, over Five Hundred Dollars (\$500.00) for the purpose of campaigning or becoming elected as a Director (and will give a verified accounting if requested by this Cooperative); and
 2. said Member Petition nominee will remove or cause to remove all campaigning material, placards, etc., (except those prepared by the Cooperative) within a one (1) mile radius of the place of the Annual Member Meeting at least twenty-four (24) hours prior to the time of the meeting; provided, however, that this paragraph does not apply to any Member Meeting that is held primarily by means of remote communication.
- B. Notice of Director Nominations. As part of a Member Meeting notice, the Cooperative shall notify Members of the: (i) Director positions for which Members are scheduled to vote; and (ii) names and corresponding Director positions of all Member Petition Nominations.

5. DIRECTOR ELECTIONS.

Members located or residing in the Cooperative Service Area shall annually elect Directors: (i) for new Director positions or for Director positions for which the incumbent Director's Director Term is expiring; (ii) from the Member Petition Nominations; (iii) at the Annual Member Meeting or other properly called Member Meeting; and (iv) by a plurality of the votes cast with a Member Quorum of Members entitled to vote for the Director position present in person.

6. DIRECTOR TERMS.

A Director's term is three (3) years (a "Director Term"). The Cooperative shall stagger Director Terms by dividing the total number of authorized Directors into groups of approximately equal number. Members, therefore, will annually elect an approximately equal number of Directors. Decreasing the number of Directors or length of Director Terms may not shorten an incumbent Director's Director Term. Despite the expiration of a Director Term, the Director continues to serve until a new Director is elected or appointed, or until the number of Directors is decreased. Unless otherwise stated in these Bylaws, the Director Term of a Director filling a vacant Director's position is the remaining unexpired Director Term of the vacant Director's position.

7. DIRECTOR RESIGNATION.

A Director may resign at any time by delivering written notice of resignation to the Board, President, or Secretary. Unless the written notice of resignation specifies a later effective date, a Director's resignation is effective upon the Board, President, or Secretary receiving the written notice of resignation. If a Director's resignation is effective at a later date, and if the successor Director does not take office until the effective date of the Director's resignation, then the pending

Director vacancy may be filled pursuant to Article III, Section 9 of these Bylaws before the effective date of the Director's resignation.

8. DIRECTOR REMOVAL.

Regarding any Director:

- A. Director Removal Petition. As stated in this Bylaw, Members may request the removal of one (1) or more Directors for any reason. For each Director for whom removal is requested, Members shall deliver to the President or Secretary a dated written petition (a "Director Removal Petition"): (i) identifying the Director; (ii) explaining the basis for requesting the Director's removal; and (iii) as Members existed on the Director Removal Petition date, containing the printed names, printed addresses, and original and dated signatures obtained within sixty (60) days of the Director Removal Petition date, of at least ten percent (10%) of the Members entitled to elect the Director.

At the next Regular Board Meeting or Special Board Meeting following the President or Secretary receiving a Director Removal Petition, the Cooperative shall forward a copy of the Director Removal Petition to the implicated Director and the Board shall meet to review the Director Removal Petition.

- B. Member Meeting. If the Board determines that the Director Removal Petition complies with this Bylaw, then the Cooperative shall notice and hold a Member Meeting within sixty (60) days following the Board's determination. Notice of the Member Meeting must state that: (i) a purpose of the Member Meeting is to consider removing a Director; (ii) evidence may be presented, and a Member vote taken, regarding removing the Director; and (iii) Members may elect a successor Director.

If a Member Quorum of Members entitled to vote for the Director is present at the Member Meeting, then for the Director named in each Director Removal Petition: (i) prior to any Member vote, evidence must be presented supporting the basis for removing the Director; (ii) the Director may be represented by legal counsel, and must have the opportunity to refute, and present evidence opposing, the basis for removing the Director; and (iii) following the Director's presentation, and following Member discussion, the Members entitled to vote for the Director must vote whether to remove the Director.

If a number sufficient to elect the Director at a Member Meeting of Members present and entitled to vote for the Director vote to remove the Director, then the Director is removed effective the time and date of the Member vote. At the Member Meeting, the Members entitled to vote for the Director may elect a new Director to succeed the removed Director without complying with the Director Nomination or notice provisions of these Bylaws. Neither a Director Removal Petition or Director removal affects any Board action. No Director may be removed for lawfully opposing or resisting any Transfer of Cooperative Assets, or any Cooperative dissolution.

9. DIRECTOR VACANCY.

Unless otherwise stated in these Bylaws, by the affirmative vote of a majority of the remaining Directors, the Board shall fill any vacant Director position, including any vacant Director position resulting from increasing the number of Directors. If a new Director does not take office until a Director vacancy occurs, then the Board may fill any Director vacancy that will occur at a later specified date before the vacancy occurs.

10. DIRECTOR COMPENSATION.

As allowed by law and the Articles, the Cooperative may specify a fair remuneration for the time actually spent by its Directors in the performance of their duties and direct that the remuneration be paid to the Directors. The Directors are entitled to reimbursement for expenses incurred in the performance of their duties whether or not these Bylaws state that they be remunerated for their time spent in the performance of those duties.

11. DIRECTOR CONDUCT.

Unless modified or prohibited by law:

- A. Director Standard of Conduct. A Director shall discharge the Director's duties, including duties as a Board Committee member: (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the Director reasonably believes to be in the Cooperative's best interests.
- B. Director Reliance on Others. Unless a Director possesses knowledge concerning a matter making reliance unwarranted, then in discharging a Director's duties, including duties as a Board Committee member, a Director may rely upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by:
 - 1. one (1) or more Cooperative Officers or employees whom the Director reasonably believes to be reliable and competent in the matters prepared or presented;
 - 2. legal counsel, public accountants, or other individuals regarding matters the Director reasonably believes are within the individual's professional or expert competence; and
 - 3. if the Director reasonably believes a Board Committee of which the Director is not a member merits confidence, then the Board Committee regarding matters within the Board Committee's jurisdiction.
- C. Director Liability. If a Director complies with this Bylaw, then the Director is not liable to the Cooperative, any Member, or any other individual or entity for action taken, or not taken, as a Director. No Director is deemed a trustee regarding the Cooperative or any

property held or administered by the Cooperative, including without limit, property potentially subject to restrictions imposed by the property's donor or transferor.

12. CLOSE RELATIVE.

As used in these Bylaws, the term "close relative" means an individual who: (i) is, either by blood, law, or marriage, including half, step, foster, and adoptive relations, a spouse, child, grandchild, parent, grandparent, or sibling; or (ii) principally resides in the same residence (a "Close Relative"). Any individual properly qualified and elected or appointed to any position does not become a Close Relative while serving in the position because of any marriage or legal action to which the individual was not a party.

ARTICLE IV – BOARD MEETINGS AND DIRECTOR VOTING

1. REGULAR BOARD MEETINGS.

The Board shall regularly meet at the date, time, and place determined by the Board (a "Regular Board Meeting"). Unless otherwise required by these Bylaws, the Board may hold Regular Board Meetings without notice. For good cause, the President may change the date, time, or place of any Regular Board Meeting by giving at least three (3) days' written notice to each Director before the changed Regular Board Meeting.

2. SPECIAL BOARD MEETINGS.

The Board, the President, or at least three (3) Directors may call a special meeting of the Board (a "Special Board Meeting") by giving to each Director at least three (3) days' prior written notice indicating the date, time, and place and purpose of the Special Board Meeting.

3. CONDUCT OF BOARD MEETINGS.

Unless otherwise stated in these Bylaws, any Regular Board Meeting or Special Board Meeting (a "Board Meeting") may be: (i) held in, or out of, any state in which the Cooperative Provides any Cooperative Service; and (ii) conducted with absent Directors participating, and deemed present in person, through any means of communication by which all Directors participating in the Board Meeting may simultaneously hear each other during the Board Meeting.

If a Director Quorum is present at any Board Meeting, then: (i) in descending priority, the following Officers may preside at the Board Meeting: President, Vice-President, Secretary, Treasurer; and (ii) if no Officer is present, or desires, to preside over any Board Meeting, then the Directors attending the Board Member shall elect a Director to preside over the Board Meeting.

4. WAIVER OF BOARD MEETING NOTICE.

At any time, a Director may waive notice of any Board Meeting by delivering to the Cooperative a written waiver of notice signed by the Director and later filed with the Board Meeting minutes or the Cooperative's records. Unless a Director:

- A. upon arriving at a Board Meeting or prior to the vote on a particular matter, objects to lack of, or defective, notice of the Board Meeting or a matter being considered at the Board Meeting; and
- B. does not vote for, or assent to, an objected matter;

then the Director's attendance at, or participation in, a Board Meeting waives notice of the Board Meeting and any matter considered at the Board Meeting.

5. BOARD ACTION BY WRITTEN CONSENT.

Without a Board Meeting, the Board may take any action required, or permitted, to be taken at a Board Meeting if the action is: (i) taken by all Directors; and (ii) evidenced by one (1), or more, written consents (a "Director Written Consent") describing the action taken, signed by each Director, and included with the Cooperative's Board Meeting minutes. Unless the Director Written Consent specifies a different effective date, action taken by Director Written Consent is effective when the last Director signs the Director Written Consent. A Director Written Consent has the effect of, and may be described as, a Board Meeting vote.

6. DIRECTOR QUORUM AND VOTING.

A quorum of Directors is a majority of the Directors in office immediately before a Board Meeting begins (a "Director Quorum"). If a Director Quorum is present at the time a matter is voted or acted upon, and unless the vote of a greater number of Directors is required, then the affirmative vote of a majority of Directors present is the act of the Board.

7. COMMITTEES.

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

- A. Creation and Appointment of Committees. Except as otherwise stated in these Bylaws, at least a majority of Directors currently in office must approve the: (i) creation of any Board Committee or Member Committee; (ii) appointment of Directors to any Board Committee; and (iii) appointment of Members to any Member Committee.

- B. Conduct of Committee Meetings. To the same extent as the Bylaws apply to the Board and Directors, the Bylaws addressing Regular Board Meetings, Special Board Meetings, Conduct of Board Meetings, Waiver of Board Meeting Notice, Board Action by Written Consent, and Director Quorum and Voting apply to Board Committees and Directors serving on Board Committees, and to Member Committees and Members serving on Member Committees.
- C. Committee Authority. Except as prohibited or limited by law, the Articles, or these Bylaws, the Board may authorize a Board Committee to exercise Board authority. Although a Board Committee may recommend, a Board Committee may not act, to: (i) retire and refund Capital Credits and Affiliated Capital Credits; (ii) approve the Cooperative's dissolution or merger, or the sale, pledge, or Transfer of all, or substantially all, Cooperative Assets; (iii) elect, appoint, or remove Directors, or fill any Board or Board Committee vacancy; or (iv) adopt, amend, or repeal the Articles or these Bylaws. Member Committees may act as specified by the Board, but may not exercise Board authority.

8. BOARD EXECUTIVE COMMITTEE.

Unless otherwise determined by the Board: (i) a Board executive committee is comprised of the President, Vice-President, Secretary, and Treasurer ("Board Executive Committee"); and (ii) when impracticable or inconvenient for the Board to timely meet to consider a matter, and except as prohibited by law, the Articles, or these Bylaws, the Board Executive Committee may exercise all Board authority regarding a matter.

The Board Executive Committee: (i) is a Board Committee; (ii) may exercise all Board authority granted by the Board and permitted by law, the Articles, and these Bylaws; and (iii) at the next Board Meeting following any exercise of Board authority, shall report to the Board regarding the Board Executive Committee's exercise of Board authority.

ARTICLE V – OFFICERS

1. REQUIRED OFFICERS.

- A. Elections. The Cooperative must have the following officers: President, Vice-President, Secretary, and Treasurer ("Required Officers"). The Board shall elect Required Officers: (i) at the first Regular Board Meeting following each Annual Member Meeting, or as soon after each Annual Member Meeting as reasonably possible and convenient; and (ii) by affirmative vote of a majority of Directors in office.
- B. Qualifications. A Required Officer must be a Director.
- C. Simultaneous Office. One Director may simultaneously be Secretary and Treasurer. Except as otherwise provided by law, this Director may not execute, acknowledge, or verify any document in more than one capacity.

- D. Term. Each Officer shall serve a term of approximately one year until the next annual election of Officers and may be elected to successive terms in office. Subject to removal by the Board, each Required Officer shall hold office until the Required Officer's successor is duly elected.
- E. Vacancies. The Board shall fill any vacant Required Officer's position for the remaining unexpired portion of the Required Officer's term.

2. PRESIDENT.

Unless otherwise determined by the Board, and unless otherwise required by law, the Articles, or these Bylaws, the President: (i) shall preside, or designate another individual to preside, at all Board and Member Meetings; (ii) on the Cooperative's behalf, may sign any document properly authorized or approved by the Board or Members; and (iii) shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

3. VICE-PRESIDENT.

Unless otherwise determined by the Board, and unless otherwise required by law, the Articles, or these Bylaws, the Vice-President: (i) upon the President's death, absence, disability, or inability to act, shall perform the duties, and have the powers, of the President; and (ii) shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

4. SECRETARY.

Unless otherwise determined by the Board and unless otherwise required by law, the Articles, or these Bylaws, the Secretary: (i) shall be responsible for preparing minutes of Board and Member Meetings; (ii) shall be responsible for authenticating the Cooperative's records; (iii) may affix the Cooperative's seal to any document authorized or approved by the Board or Members; and (iv) shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

5. TREASURER.

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

6. OTHER OFFICERS.

The Board may elect or appoint other officers (the "Other Officers"). Other Officers: (i) may be Directors, Cooperative employees, or other individuals; (ii) must be elected or appointed by the affirmative vote of a majority of current Directors; (iii) may assist Required Officers; and (iv) shall

perform all duties, shall have all responsibilities, and may exercise all authority, prescribed by the Board. The same individual may simultaneously hold more than one (1) office. Unless allowed by law, however, this individual may not execute, acknowledge, or verify any document in more than one (1) capacity.

7. OFFICER RESIGNATION AND REMOVAL.

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

8. OFFICER STANDARD OF CONDUCT.

Every Officer shall discharge the Officer’s duties: (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the Officer reasonably believes to be in the Cooperative’s best interests.

9. OFFICER CONTRACT RIGHTS.

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

10. AUTHORITY TO EXECUTE DOCUMENTS.

On the Cooperative’s behalf, any two (2) Required Officers may sign, execute, and acknowledge any document properly authorized or approved by the Board or Members. The Board may, in lieu of requiring two (2) Required Officers to sign, authorize any Cooperative Director, Officer, employee, agent, or representative to sign, execute, and acknowledge any document on the Cooperative’s behalf either by resolution or as specifically set forth in any contract, written Cooperative policy, or job description.

11. OFFICER COMPENSATION.

Unless otherwise stated in a Bylaw addressing Director compensation, reimbursement, or provision of benefits, and as determined by the Board, the Board may reasonably compensate, reimburse, or give benefits to, any Officer.

12. BONDS.

At the Cooperative's expense, the Cooperative may purchase a bond covering any Director, Officer, employee, agent, or representative.

13. INDEMNIFICATION.

As allowed by law and the Articles, and as determined by the Board:

A. Indemnification Director or Officer. The Cooperative shall indemnify:

1. an individual who is, or was, a Director or Officer (collectively the "Indemnification Director or Officer");
2. who was wholly successful, on the merits or otherwise, in defending any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative, and whether formal or informal (an "Indemnification Proceeding");
3. to which the Indemnification Director or Officer was, is, or is threatened to be made a named defendant or respondent (an "Indemnification Party");
4. because the Indemnification Director or Officer is, or was, a Director or Officer;
5. against reasonable expenses, including counsel fees, (an "Indemnification Expense") actually incurred by the Indemnification Director or Officer in connection with the Indemnification Proceeding.

14. INSURANCE.

Regardless of any indemnification authority or requirements, the Cooperative may purchase and maintain insurance on behalf of any individual arising from the individual's status, as a Director, Officer, employee, agent, or representative against: (i) any liability, including judgment, settlement, or otherwise; or (ii) reasonable expenses, including reasonable attorney fees.

ARTICLE VI – COOPERATIVE OPERATION

1. NON-PROFIT AND COOPERATIVE OPERATION.

The Cooperative: (i) must operate on a non-profit basis; (ii) must operate on a cooperative basis for the mutual benefit of all Members; and (iii) may not pay interest or dividends on Capital furnished by Patrons.

2. ALLOCATING AND CREDITING CAPITAL.

A. Directive. The Cooperative shall allocate Capital Credits as stated in this Article.

B. Patron. A Cooperative patron is a Member who Uses any Cooperative Services for which the Cooperative is obligated to allocate Capital Credits and Affiliated Capital Credits (each, a “Patron”).

C. Allocating Earnings.

1. With respect to each Cooperative Service Provided during a fiscal year, the Cooperative shall equitably allocate to each Patron, in proportion to the quantity or value of the Cooperative Service Used by the Patron during the fiscal year, the Cooperative’s operating earnings from Providing the Cooperative Service during the fiscal year.
2. “Operating earnings” means the amount by which the Cooperative’s operating-sourced revenues from Providing a Cooperative Service exceed the Cooperative’s operating-sourced expenses of Providing the Cooperative Service, all as determined under federal cooperative tax law.
3. For each fiscal year, the Cooperative may, as determined by the Board, use, retain, or equitably allocate the Cooperative’s non-operating earnings.
4. “Non-operating earnings” means the amount by which the Cooperative’s non-operating revenues during a fiscal year exceed the Cooperative’s non-operating expenses during the fiscal year, less any amount needed to offset an operating loss.

D. Allocating Losses.

1. With respect to each Cooperative Service Provided during a fiscal year, the Cooperative shall:
 - a. equitably allocate to each Patron, in proportion to the quantity or value of the Cooperative Service Used by the Patron during the fiscal year, the Cooperative’s operating loss from Providing the Cooperative Service during the fiscal year; or
 - b. offset the Cooperative’s operating loss from Providing the Cooperative Service during the fiscal year:
 - i. against the Cooperative’s operating earnings from Providing the Cooperative Service during the most recent past fiscal year(s) or the next succeeding future fiscal year(s); or
 - ii. first against the Cooperative’s non-operating earnings during the current fiscal year, second against the Cooperative’s unallocated non-operating earnings during any past fiscal year(s), and third against the Cooperative’s non-operating earnings during any future fiscal year(s).
2. “Operating loss” means the amount by which the Cooperative’s operating expenses of Providing a Cooperative Service during a fiscal year exceed the Cooperative’s operating revenues from Providing the Cooperative Service during the fiscal year, all as determined under federal cooperative tax law.

3. For each fiscal year, the Cooperative shall:
 - a. allocate to each Patron, in proportion to the quantity or value of Cooperative Services Used by the Patron during the fiscal year, the Cooperative's non-operating loss; or
 - b. offset the Cooperative's non-operating loss against the Cooperative's non-operating earnings during any fiscal year(s).
 4. "Non-operating loss" means the amount by which the Cooperative's non-operating expenses during a fiscal year exceed the Cooperative's non-operating revenues during the fiscal year.
- E. Capital Credits. For each amount allocated to a Patron, the Patron shall contribute a corresponding amount to the Cooperative as capital. The Cooperative must credit all capital contributions from a Patron to a capital account for the Patron. The Cooperative shall maintain books and records reflecting the capital contributed by each Patron. At the time of receipt by the Cooperative, each capital contribution is treated as though the Cooperative paid the amount allocated to the Patron in cash pursuant to a pre-existing legal obligation and the Patron contributed the corresponding amount to the Cooperative as capital. The term "Capital Credits" means the amounts allocated to a Patron and contributed by the Patron to the Cooperative as capital.
- F. Different and Separate Allocations. As reasonable and fair, the Cooperative may allocate Capital Credits to classes of similarly situated Patrons under different manners, methods, and timing, provided the Cooperative allocates Capital Credits to similarly situated Patrons under the same manner, method, and timing. If the Cooperative is a member, patron, or owner of an Entity from which the Cooperative Uses a good or service in Providing a Cooperative Service and from which the Cooperative is allocated a capital credit or similar amount, then, as determined by the Board and consistent with this Bylaw, the Cooperative may separately identify and allocate to the Cooperative's Patrons this capital credit or similar amount allocated by the Entity.
- G. Affiliated Capital Credits. The Cooperative may separately allocate and credit to Patrons Capital allocated and credited to the Cooperative by any organization furnishing services, supplies, or products to the Cooperative (the "Affiliated Capital Credits"): (i) in the same manner as the Cooperative allocates Capital Credits to Patrons; or (ii) used by the Cooperative as permanent, non-allocated capital.
- H. Assignment and Notification. Unless otherwise determined by the Board or specified in these Bylaws, Capital Credits and Affiliated Capital Credits may be assigned only upon a Patron: (i) having delivered a written assignment to the Cooperative; (ii) having complied with any other requirements reasonably determined by the Board; and (iii) having received the approval of the Board.

- I. Joint Memberships. When the Cooperative receives written notice and adequate proof of the death of a Joint Member, the Cooperative shall re-allocate and re-credit to any surviving Joint Member all Capital Credits and Affiliated Capital Credits previously allocated and credited to the Joint Membership. When the Cooperative receives written notice and adequate proof of a different Joint Membership Termination Event, and, except as otherwise instructed by a court or administrative body of competent jurisdiction, the Cooperative shall re-allocate and re-credit to each former Joint Member of the Joint Membership who remains a Member Capital Credits and Affiliated Capital Credits previously allocated and credited to the Joint Membership on an equal basis.

3. RETIRING AND REFUNDING CAPITAL CREDITS.

- A. Cooperative Dissolution. At any time prior to the Cooperative's dissolution or liquidation: (i) the Board may authorize the Cooperative to, and, if so, the Cooperative shall, wholly or partially retire and refund Capital Credits to Patrons and former Patrons; or (ii) after an organization furnishing services, supplies, or products to the Cooperative retires and refunds capital to the Cooperative, the Board may authorize the Cooperative to, and, if so, the Cooperative shall, retire and refund the corresponding Affiliated Capital Credits to Patrons and former Patrons. In such a case, the Board shall determine the manner and method of retiring and refunding Capital Credits and Affiliated Capital Credits.
- B. Patron Death. Upon the death of any natural person Patron or former Patron (a "Deceased Patron"), and pursuant to a written request from the Deceased Patron's legal representative, the Board may retire the Deceased Patron's Capital Credits and Affiliated Capital Credits under terms and conditions agreed upon by the Deceased Patron's legal representative and the Cooperative, with any retained amount after said agreement used by the Cooperative as permanent, non-allocated capital.
- C. Patron Dissolution. Upon the dissolution and winding up of any entity that is not a natural person Patron or former Patron (a "Dissolved Patron"), and pursuant to a written request from the duly authorized official, receiver, or other representative (an "Authorized Representative"), the Dissolved Patron's Capital Credits and Affiliated Capital Credits may, at the Board's sole discretion, be retired under terms and conditions agreed upon by the Dissolved Patron's Authorized Representative and the Cooperative, with any retained amount after said agreement used by the Cooperative as permanent, non-allocated capital.
- D. Patron Indebtedness. After perfection in a manner allowed by law, to secure payment of any amounts owed by a Patron or former Patron to the Cooperative, including any reasonable compounded interest, and late payment fee, determined by the Board, the Cooperative has a perfected security interest in the Capital Credits and Affiliated Capital Credits of every Patron and former Patron. Before retiring and refunding any Capital Credits or Affiliated Capital Credits, the Cooperative may deduct from the Capital Credits or Affiliated Capital Credits any amounts owed to the Cooperative by the Patron or former

Patron, including any reasonable compounded interest, and late payment fee, determined by the Board.

4. NON-MEMBER NON-PATRONS.

- A. Services. The Cooperative may Provide Cooperative Services, other than electric energy, to Persons who are neither Members nor Patrons (the “Non-Members Non-Patrons”).
- B. Governing Documents. Except as otherwise determined by the Board, as a condition to Use such Cooperative Services, all Non-Member Non-Patrons shall abide by, and be bound to, all the duties, obligations, liabilities, and responsibilities imposed by the Governing Documents upon Members.
- C. No Rights. Using Cooperative Services confers no right to Non-Member Non-Patrons.

5. REASONABLE RESERVES.

Notwithstanding anything to the contrary in this Article and based upon the Cooperative’s reasonable needs, the Cooperative may accumulate and retain Operating Margins (the “Reasonable Reserves”). As stated in these Bylaws, however, the Cooperative shall allocate and credit Reasonable Reserves as Capital Credits.

6. ACCOUNTING SYSTEM AND REPORTS.

The Board shall cause to be established and maintained a complete accounting system subject to applicable laws and rules and regulations of any regulatory body, which shall conform to such accounting system as may from time to time be designated by the administrator of the Rural Utility Services of the United States of America. All accounts of the Cooperative shall be examined by a committee of the Board, which shall render reports to the Board at least four (4) times each year at Regular Board Meetings of the Board. Within one hundred twenty (120) days after the close of each fiscal year, the Board shall also cause to be made a full and complete audit of the accounts, books, and financial condition of the Cooperative as of the end of such fiscal year. Such audit reports shall be submitted to the Members at the following Annual Member Meeting.

ARTICLE VII – DISPOSITION OF COOPERATIVE ASSETS

1. TRANSFER OF COOPERATIVE ASSETS.

- A. Except for any sale, lease, exchange, or other disposition (a “Transfer”) of any Cooperative property or Cooperative asset (an “Asset”): (i) to secure indebtedness; (ii) pursuant to condemnation or threat of condemnation; (iii) pursuant to an existing legal obligation; or (iv) associated with a Consolidation or Merger; the Cooperative shall not Transfer, during any twelve (12) month period all or substantially all of the Cooperative’s Assets unless:

1. the Board appoints three (3) independent appraisers, each of whom, within a reasonable time, evaluates the Cooperative's Assets and renders an appraisal valuing the Cooperative's Assets ("Appraisal");
 2. within a reasonable time of receiving the Appraisals, the Cooperative invites all other electric cooperatives primarily located within the same state as, or within a state adjacent to, the state in which the Cooperative is primarily located to submit proposals to acquire the Cooperative's Assets specified in the Transfer, or to Merge or Consolidate with the Cooperative;
 3. the Board approves the Transfer;
 4. a majority of the Total Membership approves the Transfer;
 5. notice of any Member Meeting at which Members will consider the Transfer states that one (1) of the purposes of the Member Meeting is to consider the Transfer, and includes a copy or summary of the Transfer; and
 6. in proportion to the value or quantity of Cooperative Services used, received, or purchased by Members during the period in which the Cooperative owned a Cooperative Asset, the Cooperative allocates and credits to Members as Capital Credits any consideration received for the Cooperative's Assets that exceeds the Cooperative's debts, obligations, and liabilities.
- B. Unless otherwise determined by the Members, after the Members approve a Transfer, the Board may abandon the Transfer. To secure indebtedness, the Board may Transfer, mortgage, pledge, dedicate to repayment, or encumber any Cooperative Asset.

2. MERGER OR CONSOLIDATION.

- A. In a manner determined by the Board that is consistent with this Bylaw, the Cooperative may consolidate or merge with any other entity ("Consolidate or Merge").
- B. Board Approval. The Board shall not approve an agreement or plan to Consolidate or Merge (a "Consolidation or Merger Agreement") unless the agreement or plan states the following: (i) terms and conditions of the Consolidation or Merger; (ii) name of each entity Consolidating or Merging with the Cooperative; (iii) name of the new or surviving Consolidated or Merged entity (the "New Entity"); (iv) manner and basis, if any, of converting memberships, or ownership rights, of each Consolidating or Merging entity into memberships or ownership rights of, or payments from, the New Entity; (v) number of directors of the New Entity, which must equal or exceed five (5); (vi) date of the New Entity's annual meeting; (vii) names of New Entity directors who will serve until the New Entity's first annual meeting; and (viii) any other information required by law.
- C. Member Approval. After the Board approves a Consolidation or Merger Agreement, a Member Meeting shall be duly called and held for approval of the Consolidation or Merger

Agreement as set forth in Article II. The Consolidation or Merger Agreement shall be considered approved if the Consolidation or Merger Agreement receives a majority vote required under Article II Section 9 of these Bylaws.

- D. Notice. The Cooperative shall notify Directors of any Board Meeting, and Members of any Member Meeting, at which Directors or Members may consider a Consolidation or Merger Agreement. This notice, and any material soliciting Member approval of the Consolidation or Merger Agreement must contain, or be accompanied by, a summary or copy of the Consolidation or Merger Agreement and the New Entity's articles of incorporation and bylaws and any provision which would require Director or Member approval if contained in a proposed Articles or Bylaws Amendment.
- E. Other Requirements. The New Entity directors named in the Consolidation or Merger Agreement must sign and file articles of Consolidation or Merger in a manner, and stating the information, required by law. The Cooperative shall comply with all other requirements for Consolidation or Merger specified by law. After a Consolidation or Merger Agreement is approved, and before articles of Consolidation or Merger are filed, the Board or Members may abandon the Consolidation or Merger.

3. DISTRIBUTION OF COOPERATIVE ASSETS UPON DISSOLUTION.

Upon the Cooperative's dissolution the Cooperative shall pay, satisfy, or discharge all Cooperative debts, obligations, and liabilities, including retiring and refunding without priority all Capital Credits and Affiliated Capital Credits to all Patrons and former Patrons in proportion to the value or quantity of Cooperative Services used, received, or purchased by each Patron or former Patron. After paying, satisfying, or discharging all Cooperative debts, obligations, and liabilities, to the extent practical and unless another manner or method of distribution is required by law, the Cooperative shall then pay or distribute any remaining Cooperative Assets, and any amounts received from selling any remaining Cooperative Assets, to the State of Indiana.

ARTICLE VIII – MISCELLANEOUS

1. BYLAW AMENDMENTS.

Unless otherwise stated in these Bylaws, these Bylaws may be adopted, amended, or repealed by the affirmative vote of not less than two-thirds ($\frac{2}{3}$) of current Directors at any regular or special meeting of the Board, of which meeting notice is given with said notice indicating notice of any said adoption, amendment, or repeal.

2. FISCAL YEAR.

The Board shall determine, and may modify, the Cooperative's fiscal year.

3. NOTICE.

- A. Unless otherwise stated in these Bylaws, notice may be oral or written; and communicated in person, by telephone, telegraph, teletype, facsimile, electronic communication, or by mail or private carrier. If the above-listed forms of communicating notice are impractical, then by newspaper of general circulation in the area where published, radio, television, or other form of public broadcast communication.
- B. If addressed, or delivered, to an address shown in the Membership List, then a written notice or report delivered as part of a newsletter, magazine, or other publication regularly sent to Members constitutes a written notice or report to all Members residing at the address or having the same address shown in the Membership List. Written notice is correctly addressed to a Member if addressed to the Member's address shown in the Membership List.
- C. If communicated in a comprehensible manner, then unless otherwise stated in these Bylaws, oral notice is effective when communicated and written notice is effective upon the earliest of:
 - 1. when received;
 - 2. with the postmark evidencing deposit in the United States Mail, if correctly addressed and (i) mailed with first class postage affixed, then five (5) days after deposit in the United States Mail; or (ii) mailed with other than first class, registered, or certified postage affixed, then thirty (30) days after deposit in the United States Mail; or
 - 3. if sent by registered or certified mail, return receipt requested, and if the return receipt is signed by, or on behalf of, the addressee, then on the date indicated on the return receipt.

4. GOVERNING LAW.

These Bylaws must be governed by, and interpreted under, the laws of the State of Indiana, which, if inconsistent with these Bylaws, shall control.

5. TITLES AND HEADINGS.

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

6. PARTIAL INVALIDITY.

When reasonably possible, every Bylaw article, section, sub-section, paragraph, sentence, clause, or provision (collectively a "Bylaw Provision") must be interpreted in a manner by which the Bylaw Provision is valid. The invalidation of any Bylaw Provision by any entity possessing proper

jurisdiction and authority, which does not alter the fundamental rights, duties, and relationship between the Cooperative and Members, does not invalidate the remaining Bylaw Provisions.

7. CUMULATIVE REMEDIES.

The rights and remedies given in these Bylaws are cumulative. The Cooperative or any Member asserting any right or remedy given in these Bylaws does not preclude the Cooperative or Member from asserting other rights or remedies given in these Bylaws.

8. ENTIRE AGREEMENT.

Between the Cooperative and any Member, the Governing Documents constitute the entire agreement and supersede and replace any prior or contemporaneous oral or written communication or representation.

9. SUCCESSORS AND ASSIGNS.

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

10. WAIVER.

The failure of the Cooperative or any Member to assert any right or remedy given in these Bylaws does not waive the right or remedy given in these Bylaws.

11. LACK OF NOTICE.

To the extent allowed by law and the Articles, the failure of any Member or Director to receive notice of any Meeting, action, or vote does not affect, or invalidate, any action or vote taken by the Members or Board.

12. MEMBERSHIP IN OTHER ORGANIZATIONS.

The Cooperative may become a member of or purchase stock in any other organizations.

13. SEAL.

Since a corporate seal is no longer necessary in the State of Indiana, the Directors have elected to not employ such a seal at this time.

ARTICLE IX – DEFINITIONS

1. DEFINED TERMS.

- A. These Bylaws define certain words and phrases within Bylaw sections (“Defined Terms”). Defined Terms are:
1. capitalized and enclosed within parenthesis and quotation marks following the Defined Term’s definition; and
 2. capitalized when otherwise used in these Bylaws.

- B. Unless the context requires otherwise, Defined Terms have the meaning specified in the appropriate Bylaw section. The following Defined Terms are defined in the following Bylaw sections:

Affiliated Capital Credits – Bylaw Article VI, Section 2

Annual Member Meeting – Bylaw Article II, Section 1

Applicant – Bylaw Article I, Section 2

Appraisal – Bylaw Article VII, Section 1

Articles – Bylaw Article I, Section 2

Asset – Bylaw Article VII, Section 1

Authorized Representative – Bylaw Article VI, Section 3

Board – Bylaw Article I, Section 1

Board Committees – Bylaw Article IV, Section 7

Board Executive Committee – Bylaw Article IV, Section 8

Board Meeting – Bylaw Article IV, Section 3

Bylaw Provision – Bylaw Article VIII, Section 6

Capital – Bylaw Article VI, Section 2

Capital Credits – Bylaw Article VI, Section 2

Close Relative – Bylaw Article III, Section 12

Conflict of Interest Director Qualifications – Bylaw Article III, Section 3

Consolidate or Merge – Bylaw Article VII, Section 2

Consolidation or Merger Agreement – Bylaw Article VII, Section 2

Cooperative – Bylaw Article I, Section 1

Cooperative Equipment – Bylaw Article I, Section 6

Cooperative Officer – Bylaw Article V, Section 7

Cooperative Service Area – Bylaw Article III, Section 1

Cooperative Services – Bylaw Article I, Section 6

Deceased Patron – Bylaw Article VI, Section 3

Defined Terms – Article IX, Section 1

Director – Bylaw Article I, Section 5

Director Qualifications – Bylaw Article III, Section 3

Director Quorum – Bylaw Article IV, Section 6

Director Removal Petition – Bylaw Article III, Section 8

Director Term – Bylaw Article III, Section 6

Director Written Consent – Bylaw Article IV, Section 5

Directors Districts – Bylaw Article III, Section 1

Dissolved Patron – Bylaw Article VI, Section 3

General Director Qualifications – Bylaw Article III, Section 3

Governing Documents - Bylaw Article I, Section 2

Indemnification Director or Officer – Bylaw Article V, Section 13

Indemnification Expense – Bylaw Article V, Section 13

Indemnification Party – Bylaw Article V, Section 13

Indemnification Proceeding – Bylaw Article V, Section 13

Joint Member – Bylaw Article I, Section 5

Joint Membership – Bylaw Article I, Section 5

Joint Membership Termination Event – Bylaw Article I, Section 5

Location – Bylaw Article I, Section 1

Member – Bylaw Article I, Section 1

Member Committees – Bylaw Article IV, Section 7

Member Demand – Bylaw Article II, Section 2

Member Meeting – Bylaw Article II, Section 3

Member Meeting Electronic Ballot – Bylaw Article II, Section 7

Member Meeting Written Ballot – Bylaw Article II, Section 7

Member Petition – Bylaw Article III, Section 4

Member Petition Nominations – Bylaw Article III, Section 4

Member Proxy – Bylaw Article II, Section 9

Member Quorum – Bylaw Article II, Section 7

Member Voting Document – Bylaw Article II, Section 10

Membership Director Qualifications – Bylaw Article III, Section 3

Membership List – Bylaw Article I, Section 9

New Entity – Bylaw Article VII, Section 2

Non-Member Non-Patrons – Bylaw Article VI, Section 4

Occupy – Bylaw Article I, Section 1

Officer – Bylaw Article V, Section 7

Operating Margins – Bylaw Article VI, Section 2

Other Officers – Bylaw Article V, Section 6

Patron – Bylaw Article VI, Section 2

Person – Bylaw Article I, Section 1

Provided – Bylaw Article I, Section 1

Reasonable Reserves – Bylaw Article VI, Section 5

Record Date – Bylaw Article II, Section 5

Regular Board Meeting – Bylaw Article IV, Section 1

Regular Member Meeting – Bylaw Article II, Section 1

Required Officers – Bylaw Article V, Section 1

Special Board Meeting – Bylaw Article IV, Section 2

Special Member Meeting – Bylaw Article II, Section 2

Suspension Reason – Bylaw Article I, Section 7

Total Membership – Bylaw Article I, Section 9

Transfer – Bylaw Article VII, Section 1

Use – Bylaw Article I, Section 1

BYLAWS REVISION HISTORY

The Cooperative Bylaws were adopted on December 18, 2000. The Bylaws have been further revised as indicated below. Note that the sections listed represent the section numbers existing at the time of revision and, because of renumbering, may not match the current section numbers.

- 2002-04-22 – Art. III-3(B)
- 2003-04-29 – Art. III-3(A)
- 2004-12-20 – Art. III-3(A), III-4(A)
- 2007-06-25 – Art. I-1, I-7, I-8
- 2008-05-27 – Art. II-1, II-2, II-3, II-4
- 2009-02-23 – Art. III-1, III-3(A), III-3(B), III-3(C), III-4(A), III-6, III-7
- 2011-04-25 – Art. V-1, V-2, V-6, V-10; Art. VI-2, VI-3, VI-6; Art. IX-1
- 2012-03-26 – Art. VII-3
- 2013-06-03 – Art. I-1, I-2, I-5, I-6, I-8
- 2014-03-31 – Art. II-9, II-11; Art. VII-2, VII-3
- 2015-07-27 – Art. I-5; Art. III-3
- 2015-12-28 – Art. III-1
- 2016-05-23 – Art. IV-1, IV-2, IV-7
- 2020-03-30 – Art. II-4, II-7, II-8, II-9, II-11
- 2022-08-29 – Art. I; Art. VI
- 2025-06-02 – Art. II-1
- 2025-08-25 – Art. I-5, I-9; Art. II; Art. III-4; Art. V-1; Art. VI-2; Art. VIII-2

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