

**AMENDMENT AND RESTATED ARTICLES OF INCORPORATION
OF
MEEKER COOPERATIVE LIGHT & POWER ASSOCIATION**

The Articles of Incorporation of Meeker Cooperative Light & Power Association (the “Articles”) are amended and restated as follows:

ARTICLE I

Section 1. The name of the cooperative shall be MEEKER COOPERATIVE LIGHT & POWER ASSOCIATION (the “Cooperative”).

Section 2. The conduct of the business of the Cooperative shall be upon the cooperative plan and the purposes for which it is formed are to sell, provide, deliver, furnish or distribute electric energy and other services to its members and nonmember patrons and to engage in any other lawful business.

The Cooperative shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon cooperatives of the character of this Cooperative by the laws of the State of Minnesota now or hereafter in force, and such additional powers as not restricted by applicable law.

These Articles shall constitute the Articles of the Cooperative as of May 20, 2026 and shall restate and fully replace any and all prior articles of incorporation of the Cooperative.

Section 3. The registered office and principal place of business of the Cooperative is at 1725 US Highway 12 East, Suite 100, Litchfield, MN 55355.

ARTICLE II

The period of duration of the Cooperative shall be perpetual.

ARTICLE III

Section 1. This Cooperative is organized on a non-stock, membership basis. The Cooperative will maintain membership records as required by applicable law.

Section 2. Each member shall have only one vote in the affairs of this Cooperative and membership in this Association shall not be transferable except with the approval and consent of the Board of Directors of the Cooperative as provided in the Bylaws. There shall only be one class of membership. No person and/or entity may hold more than one membership in the Cooperative.

Section 3. No interest or dividends shall be paid upon capital furnished to the Cooperative by its members or nonmember patrons.

Section 4. The net income of the Cooperative, except for amounts set aside as capital reserves or additional reserves, shall be distributed on the basis of patronage. The records of the Cooperative may show the interest of nonmember patrons and members in the reserves.

Section 5. As provided for in the Bylaws, nonmember patrons may be allowed to participate in the distribution of net income. Nonmember patrons are not entitled to any governance rights and/or voting rights in the affairs of the Cooperative.

Section 6. Each member shall be bound by these Articles, the Bylaws, applicable law, and the rules and policies applicable to members, as amended from time to time, as though each member had individually signed a separate instrument containing such terms and provisions. The Cooperative shall provide a copy of these Articles and Bylaws as well as the policies and rules applicable to members to a member upon request at the Cooperative's principal place of business. The Articles, Bylaws and rules and policies applicable to members shall constitute a contract between the Cooperative and each member.

ARTICLE IV

Section 1. The affairs and business of the Cooperative shall be vested in the Board of Directors, consisting of nine (9) members of the Cooperative, who shall be elected by ballot by the members for such terms as the Bylaws may prescribe at the Annual Meeting of the members. Any vacancy occurring in the Board of Directors may be filled by the remaining members of the Board of Directors, except if otherwise provided by law or the Bylaws, and any person elected to fill any such vacancy shall hold office until the next Annual Meeting of the members and until his or her successor shall have been elected and been qualified.

Section 2. The Board of Directors shall have the power to make and adopt such rules and policies, not inconsistent with the Articles, Bylaws, or the laws of the State of Minnesota, as it may deem advisable for the management, administration, and regulation of the business and affairs of the Cooperative.

Section 3. Directors shall have no personal liability to the Cooperative or its members for monetary damages for breach of fiduciary duties as a director, except that this article shall not limit or eliminate a director's liability:

- (a) for a breach of the duty of loyalty to the Cooperative of its members;
- (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) for a transaction for which a director derived an improper personal benefit; or
- (d) for an act or omission occurring prior to the date the Cooperative adopted these limitations on a director's liability.

ARTICLE V

The highest amount of indebtedness to which the Cooperative shall at any time be subject shall be established by the Board of Directors through a duly enacted resolution.

ARTICLE VI

These Articles of Incorporation may be altered, amended, or repealed by the affirmative vote of a majority of the Members, present in person, represented by mail, or represented by electronic vote, at any annual or special meeting; provided, however, that the Articles of Incorporation of this Association shall not be altered, amended, or repealed at any meeting of the Members unless notice of such proposed alteration, amendment, or repeal shall have been contained in the notice of each meeting.

In testimony whereof, these Amended and Restated Articles of Incorporation were approved and adopted by the Cooperative's membership on May 20, 2026, the following officers' signatures have been affixed in attestation thereof.



President



Secretary

**AMENDED AND RESTATED BYLAWS
OF
MEEKER COOPERATIVE LIGHT & POWER ASSOCIATION**

These Amended and Restated Bylaws (the “Bylaws”) of Meeker Cooperative Light & Power Association, doing business as Meeker Energy, (the “Cooperative”) shall constitute the Bylaws of the Cooperative as of May 20, 2026 and shall restate and replace fully any and all prior bylaws of the Cooperative.

**ARTICLE I
Members and Member Responsibilities**

Section 1. Definitions. For the purposes of these Bylaws, the terms defined in this section shall have the following meanings:

- (a) **Person.** A natural person or legal entity.
- (b) **Member.** A Person listed on the membership account that currently receives electric service through this Cooperative.
- (c) **Joint Member(s).** A form of membership whereby persons residing at the same location request that multiple names be listed on the account. Except as set forth herein, although multiple names are listed on the joint membership account, only one of the persons is entitled to vote in the affairs of this Cooperative, and only one person is eligible to become or remain a Director of the Board of this Cooperative at any given time. Joint membership shall not terminate by the result of a divorce or separation. Upon the death of any of those holding a joint membership, such membership shall be held solely by the survivor(s). Except in cases of death, joint membership shall continue until such time as the Cooperative shall receive sufficient written notice of any change in status, or request to change in status, signed by all the Joint Members.
- (d) **Former Member.** A person that does not currently receive electric service through this Cooperative, but, due to having received electric service through this Cooperative in the past, has allocated capital credits remaining on the books of the Cooperative.
- (e) **Nonmember Patron.** A person that receives non-electric services through this Cooperative and who is not eligible to vote on any matter before the Cooperative.

Section 2. Qualifications. Any person or entity shall become, and remain, a Member of this Cooperative by purchasing electric energy and receiving such energy through facilities owned or maintained by this Cooperative.

Section 3. Requirements.

As a condition of becoming and remaining a Member, each Member agrees as follows:

- (a) To allow the Cooperative to construct, operate, relocate, reconstruct, replace, and maintain above or below ground electric distribution and fiber optic lines, facilities, and/or systems on or under the Member’s property, and above or below the ground upon all streets, roads, or highways abutting the Member’s property.

- (b) To allow the Cooperative to read, inspect, replace, and/or maintain metering and load management control equipment.
- (c) Acknowledges that all of the Cooperative's equipment, lines, and facilities remain the property of the Cooperative.
- (d) To keep the Cooperative's rights of way and/or easements free and clear of all buildings, structures, and other obstructions.
- (e) Execute and deliver to the Cooperative an easement and/or right-of-way over, on, and under property owned by the Member, and in accordance with the furnishing of electric service, broadband service, or any other services to the Member or to other Members.
- (f) To give the Cooperative, by any means reasonable, necessary, and/or appropriate, rights to cut, trim, and/or remove any obstruction, vegetation, and/or tree that the Cooperative, its agents or assigns, deem would be a danger to its facilities, even if such obstruction, vegetation, and/or tree is outside of any easement and/or right-of-way.
- (g) To allow the Cooperative to take any action it deems reasonable and necessary to protect the Cooperative's facilities.
- (h) To comply with the National Electrical Code, all Minnesota, federal, and local laws, rules, codes, ordinances, statutes, and regulations relating to the installation of electrical wiring and equipment, and such laws, rules, codes, ordinances, statutes, and regulations as may be adopted by the Minnesota State Board of Electricity, and upon request, the Member shall provide to the Cooperative proper evidence of compliance with permit requirements prior to connection of electric service.
- (i) To release, indemnify, defend, and hold the Cooperative harmless from and against any and all liability of every kind and nature which may occur from the Member's or the Member's agents defect, negligence, and/or improper use or maintenance of the Member's premises and all wiring and apparatus connected thereto or used thereon.
- (j) To allow the Cooperative to license, permit, or otherwise allow the joint use or occupancy of the Cooperative's liens, systems, and/or facilities to any other person or entity. The Member hereby allows the Cooperative to permit the attachment of wires, facilities, and/or other structures to the Cooperative's facilities.
- (k) To not do any act which will interfere with or harm the Cooperative's facilities.
- (l) That the Cooperative may use equipment to measure, collect, maintain, transmit, communicate, and store the amount, quantity, and/or quality of electric energy, other data, and/or any other service used by a Member.
- (m) To allow, and the Member consents to, the Cooperative using an automatic telephone dialing or text message system, or an artificial or pre-recorded voice, to contact the Member regarding the Cooperative, the Member's Cooperative service(s), or the Member's use of a Cooperative service(s).
- (n) To pay interest and late fees as reasonably determined by the Cooperative and all costs and expenses, including reasonable attorneys' fees, required to collect or obtain payment of amounts owed to the Cooperative.
- (o) To the fullest extent permitted by law, to indemnify, defend, and hold the Cooperative harmless from and against any and all liabilities, damages, costs, or expenses, including reasonable attorneys' fees and expenses, incurred by the Cooperative or by a Cooperative director, officer,

employee, agent, or representative, and caused by the negligence or willful misconduct of the Member or non-member occupying the premises owned by the Member, or by the unsafe or defective condition of the premises owned or used by the Member.

- (p) To not harass, intimidate, disparate, defame, threaten, or injure the Cooperative, A Cooperative employee, a Cooperative contractor, and/or a Cooperative agent.

Contact/Identification Information. Each Member shall, upon being requested to do so by this Cooperative, complete a Member Application. It shall be the responsibility of the Member to provide accurate and reliable personal information to ensure accurate Member records for notification and billing.

Section 4. Ineligibility. A person is ineligible for membership or service if the person has a past due balance with the Cooperative. In order to be eligible for service, that person must pay the past due balance in full or come to a mutually agreeable resolution with the Cooperative.

Section 5. Member Termination. The Cooperative may terminate a Member for the following reasons:

- As otherwise provided in the Articles or these Bylaws;
- As required or permitted by law;
- For cause determined by the Board of Directors;
- Fails to pay any amounts due to the Cooperative and/or its subsidiaries;
- Fails to provide easement or accurate member information per Article 1, Section 3;
- If the Member tampers with, alters, interferes with, damages or impairs any Cooperative equipment.

Upon termination of a Member, the Cooperative's duties, obligations and liabilities imposed by these Bylaws for the Member shall cease. The Cooperative shall cease providing any and all Cooperative product(s) and/or service(s) to the Member at the discretion of the Cooperative. Termination of a Member does not release the Member from any debts, liabilities, or obligations owed to the Cooperative.

Upon satisfactory resolution of any and all causes of said termination, the affected Former Member may be reinstated.

Section 6. Acknowledgement of Terms and Provisions. The Members and Nonmember patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation, Bylaws, and policies and regulations adopted by the Board of Directors shall constitute and be a contract between the Cooperative and each Member or Nonmember patron, and both the Cooperative and the Members or Nonmember patrons are bound by such contract, as fully as though each Member or Nonmember patron had individually signed a separate instrument containing such terms and provisions.

Section 7. Interruption of Cooperative Service; Liability Limits. The Cooperative shall provide electric service in a reasonable manner. The Cooperative, however, does not insure, guarantee, or warrant that it will provide adequate, continuous, or non-fluctuating electric energy. The Cooperative shall not be responsible for acts of public enemies, war, strikes, or other labor disturbances, fires, pandemics, epidemics, floods, acts of God, or any causes of like or different kind beyond the reasonable control of the Cooperative. The Cooperative is not liable for damages, costs, or expenses, including attorneys' fees or legal expenses, caused by the Cooperative's electric service, unless the damages, costs, or expenses are caused by the Cooperative's gross negligence or willful misconduct. The Cooperative's responsibility and liability for providing electric service terminates at the point of delivery, which is the meter, of the electric service to the Member. To the fullest extent allowed by law, under no circumstances shall the Cooperative be liable for any indirect, special, exemplary, punitive, or consequential damages arising out of the Cooperative's electric service, even if the Member has been informed of the possibility of any such damages in advance.

ARTICLE II

Member Meetings and Voting

Section 1. Annual Meeting. The annual meeting of the Members shall be held in such manner and at such date, hour, and place as is designated by the Board of Directors, for the purpose of electing Directors, passing upon reports covering the previous fiscal year, and transacting such other business as may come before the meeting.

Section 2. Notice of Annual Meeting.

The notice of annual meeting shall be given by:

- (a) Mailing the notice to each Member personal at the Member's last known post office address (for a Member cooperative means notice mailed to the secretary of the cooperative); or
- (b) Publication in a legal newspaper published in the county of the principal place of business of the Cooperative; or
- (c) Publication in a magazine, periodical, or other publication of the Cooperative that is regularly published by or on behalf of the Cooperative and circulated generally among the Members.

The notice of the annual meeting must be published at least two (2) weeks before the date of the meeting or election or mailed at least fifteen (15) days before the date of the meeting. Upon the mailing of the notice of the annual meeting of the Members, the Secretary of the Cooperative shall execute a certificate setting forth a correct copy of the notice and showing the date of the mailing thereof and that the same was mailed within the time and in the manner herein prescribed. Said certificate shall be made a part of the record of the annual meeting. Alternatively, if permitted and as allowed by law, notice may be given to a Member electronically.

Section 3. Special Meetings. Special meetings of the Members may be called by a two-thirds (2/3) vote of the Directors or upon a written petition signed by at least twenty percent (20%) of the Members and it shall thereupon be the duty of the President/Chair of this Cooperative to cause notice of such meeting to be given by the Secretary.

Section 4. Notice of Special Members' Meetings.

Notice of the date, hour, manner, method and location of a special meeting must be given by:

- (a) Mailing the notice to each Member personal at the Member's last known post office address (for a Member cooperative means notice mailed to the secretary of the cooperative); or
- (b) Publication in a legal newspaper published in the county of the principal place of business of the Cooperative; or
- (c) Publication in a magazine, periodical, or other publication of the Cooperative that is regularly published by or on behalf of the Cooperative and circulated generally among the Members.

The special Members' meeting shall state the date, hour, manner, method, and location, and purpose and of the special Members' meeting, and shall be issued within ten (10) days from and after the presentation of a Members' petition. The special Members' meeting must be held thirty (30) days from and after the date of the presentation of the Members' petition. If the special Members' meeting is called by a majority of the Board of Directors, the notice shall be as required by law. Upon the mailing of the notice of the special Members' meeting,

the Secretary of the Cooperative shall execute a certificate setting forth a correct copy of the notice and showing the date of the mailing thereof and that the same was mailed within the time and in the manner herein prescribed. Said certificate shall be made a part of the record of the meeting. Alternatively, if permitted and as allowed by law, notice may be given to a Member electronically.

Section 4. Failure to Receive Notice. The failure of any Member to receive any such notice of an annual or special meeting of the Members shall not invalidate any action which may be taken by the Members at any such annual or special meeting.

Section 5. Quorum. 50 Members shall constitute a quorum. The quorum shall be established either by a registration of the Members of the Cooperative present at the meeting or represented by the mail and/or electronic votes received for the meeting. The registration of members present in person or represented by the mail and/or electronic votes received for the meeting shall be verified by the President and Secretary of the Cooperative and shall be reported in the minutes of the meeting. If less than a quorum is registered for a meeting, a majority of those present shall adjourn the meeting.

Section 6. Voting. Each Member shall be entitled to only one vote in the affairs of this Cooperative in the manner(s) set by the Board of Directors. No Member shall be entitled to vote by proxy except that a spouse may vote on behalf of the Member unless the Member has indicated otherwise to the Cooperative. Joint Members shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the Members. Any Member which is a legal entity, association, or body politic or subdivision thereof, may be required to furnish appropriate evidence of authority of its representative to vote on its behalf. Such authority shall be furnished to the Secretary of the Cooperative before such representative votes at any such meeting. A representative may also vote as an individual, if a Member. All elections shall be had and all questions decided by a vote of a majority of the Members voting, except as otherwise provided by law, the Articles of Incorporation or Bylaws of this Cooperative.

Section 7. Voting by Mail. Any Member may be entitled to vote by mail as determined by the Board of Directors, upon any motion, resolution, amendment, Articles and Bylaws, or election of Directors. If so determined by the Board of Directors, the Secretary, or the Secretary's designee, shall mail to each Member entitled to vote a written ballot which shall be in the form prescribed by the Board of Directors and shall contain the exact text of the proposed motion, resolution, amendment, Articles and Bylaws, or election of Directors to be acted upon at the meeting and spaces opposite the text of such motion, resolution, amendment, Articles and Bylaws, or election of Directors in which the Member may indicate an affirmative or negative vote.

A properly executed mail ballot shall be accepted by the Board of Directors and counted at the meeting as the vote of the Member who mailed the ballot provided the ballot of the Member is received by the Cooperative as provided by applicable law.

Section 8. Voting by Electronic Means. Any Member may be entitled to vote by electronic means, as determined by the Board of Directors, upon any motion, resolution, amendment, Articles and Bylaws, or election of Directors to be acted upon at the meeting. A properly executed electronic vote shall be accepted by the Board of Directors and counted at the meeting as the vote of the Member, provided the electronic vote of the Member is received by the Cooperative as provided by applicable law.

Section 9. Voting List. The Secretary of this Cooperative shall make, at least thirty (30) days before each meeting of the Members, a complete list of the Members entitled to vote at such meeting. The Secretary shall mail to each Member of said list at least seven (7) days prior to the meeting a ballot in the form prescribed by the Board of Directors.

Section 10. Member Advisory Actions. Except for matters expressly reserved by law to the Members, any motion, resolution or amendment introduced by a Member at any Members' meeting and subsequently adopted by the Members, shall be considered advisory, and will be referred to the Board for further consideration.

Section 11. Order of Business. The order of business at the annual meeting of the Members shall be determined by the Board of Directors but shall include the following items: approval of minutes of the previous annual meeting, election of directors, reports of officers, or their designees, covering the business of the Cooperative for the previous fiscal year, unfinished business, and new business.

ARTICLE III Board of Directors

Section 1. General Powers. The business and affairs of this Cooperative shall be managed, administered and regulated by the Board of Directors.

Section 2. Number and Qualifications.

- (a) **Number.** The number of Directors of this Cooperative shall be nine (9). The Cooperative shall be divided into nine (9) Director districts as determined by the Board of Directors with one (1) Director elected from each district.
- (b) **Qualifications.** No natural person shall be eligible to become or remain a Director of the Cooperative who:
 - (1) is not a Member of the Cooperative;
 - (2) is not receiving service at the Member's primary residence in the district from which the Director is elected;
 - (3) is not a U.S. citizen;
 - (4) is delinquent in any payment of any amount due and payable to the Cooperative;
 - (5) within five (5) years preceding has been in, or is currently in litigation or arbitration against the Cooperative;
 - (6) is not willing to authorize and undergo a detailed background investigation;
 - (7) within five (5) years preceding a Director candidate's nomination was or during service on the Board of Directors is finally adjudged to be guilty of a felony;
 - (8) within three (3) years preceding a Director candidate's nomination was an employee of the Cooperative;
 - (9) is or becomes, or at any time during the five (5) years preceding a Director candidate's nomination shall have been, employed by a labor union which represents, or has represented, or has endeavored to represent any employees of the Cooperative;
 - (10) is a grandparent, parent, spouse, co-habitant, brother, sister, child, or grandchild of an employee of the Cooperative;

- (11) is a person that is a grandparent, parent, spouse, child, or grandchild of an incumbent Director that is not up for re-election at that time;
- (12) is named as a joint Member with a current director or candidate;
- (13) is in any way employed by or substantially financially interested in an enterprise competing with the Cooperative or any Cooperative affiliated business;
- (14) is or becomes the full-time employee or agent of, or who is or becomes the full-time employer or principal of, another Director; or
- (15) is absent without cause from three (3) or more regular meetings of the Board of Directors during a twelve (12) month period.

A Member that is not a natural person (i.e. a business entity such as a corporation, partnership, limited liability corporation, limited liability partnership) may select one of its officers to be eligible for election to the board in the Member's district if said officer has his or her primary residence in the Member's district. However, no such officer shall be eligible to become or remain a Director of the Cooperative if any of the provisions of Article III, Section 2 (b)(3) or Article II, Section 2 (b)(5) through (15) apply to the officer, or if any of the provisions of Article III, Section 2 (b)(4), (5) or (13) above apply to the business entity. No Member that is not a natural person may have more than one Director on the board at any given time.

- (c) **Exceptions.** In regard to the restrictive provisions of this Section that are based upon close relative relationships, no incumbent Director shall lose eligibility to remain a Director or to be re-elected a Director if, during a Director's incumbency, a Director becomes a first kindred relative of another incumbent Director or of a Cooperative employee because of a marriage or legal relationship, or an adoption to which the Director was not a party.
- (d) **Disqualification.** After the Board of Directors determines that a Director lacks eligibility under the provisions of this Section or as may be provided elsewhere in these Bylaws, it shall be the duty of the board to promptly make a disqualification and cause said Director to be removed.
- (e) **Actions of the Board of Directors.** Nothing contained in this Section shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the board unless such action is taken with respect to a matter in which one or more of the Directors have a personal interest in conflict with that of the Cooperative or its subsidiaries.

Section 3. Election and Tenure. There shall be elected by ballot at each annual meeting three (3) Directors for terms of three (3) years, to fill the vacancies of Directors of districts whose terms expire, in the following sequence:

- (a) One Director each from District Number 1, District Number 2, and District Number 6.
- (b) One Director each from District Number 4, District Number 7, and District Number 9.
- (c) One Director each from District Number 3, District Number 5, and District Number 8.

Each Member shall be deemed to belong to one District. The district for each Member shall be determined by the following criteria: the Member's principal residence, if the Member is not a natural person, the Member's principal address.

Directors shall be elected by vote of the Members of that Director District, and the nominee in each district receiving the greatest number of votes shall be elected. In the case of a tie vote, the tie shall be decided by a flip of a coin.

If no Member from a district up for election is placed on the ballot, said position shall be deemed vacant following the annual meeting and the Board of Directors may appoint a Member from said district to fill said position until the next annual meeting and election of directors as described in Section 4.

It is understood and agreed that not all terms will be exactly three (3) years due to the date of the annual meeting. A Director shall serve until his or her successor shall have been elected and been qualified.

Section 4. Vacancies. A vacancy occurring on the board may be filled by the affirmative vote of a majority of the remaining board Members. A deadlocked tie vote shall be resolved by the flip of a coin. Directors so elected shall serve until the next annual meeting at which time there shall be an election of a Director for the unexpired term in the district in which the vacancy occurred. In the event a vacancy is not filled by appointment by the board prior to the annual meeting, the vacancy shall be filled by the election of a Director for the district in which the vacancy occurred, at the next annual meeting.

Section 5. Compensation. Directors shall receive reasonable compensation for service to the Cooperative as determined by resolution of the Board of Directors.

Section 6. Policies, Rules, and Regulations. The Board of Directors shall have power to make and adopt such policies, rules, and regulations, not inconsistent with the Articles of Incorporation of this Cooperative or these Bylaws or the laws of the State of Minnesota, as it may deem advisable for the management, administration, and regulation of the business and affairs of this Cooperative.

Section 7. Accounting System and Reports. The Board of Directors shall cause to be established and maintained a complete accounting system which shall conform to Generally Accepted Accounting Principles. The Board of Directors shall arrange for a full and complete audit of the books, accounts, and financial condition of this Cooperative as of the end of each fiscal year. The officers shall submit reports to the Members at the regular Members' meeting covering the business of the Cooperative for the previous fiscal year that show the condition of the Cooperative at the close of the fiscal year.

Section 8. Candidates for Director. Any member meeting the qualifications of Article III, Section 2 who desires to be a candidate for the Board of Directors may file for election by submitting to the Cooperative the Meeker Cooperative Application for Director Form at least one hundred and twenty (120) days prior to the meeting.

All potential candidates must declare their intention to be placed on the ballot as described and be declared qualified for placement on the ballot by the Qualifications and Election Committee. No write-in candidates shall be deemed valid.

Section 9. Qualifications and Election Committee. Prior to any Member meeting in which a director election takes place, the Board of Directors shall appoint a Qualifications and Election Committee (Q&E Committee) for the Member meeting consisting of one Member from each of the Director Districts which is not up for election. The actions of the Q&E Committee shall be valid if a majority of Members are present for its meetings. A Q&E Member may not be an existing Cooperative Director or an employee of the Cooperative.

It shall be the responsibility of the Q&E Committee to review all applications submitted and to determine that all candidates meet stated qualifications. The Committee will notify any potential candidate that does not meet the qualifications and allow seven (7) days for the candidate to comply with said requirements. The decision of

the Q&E Committee will be final. The Committee will have the authority to place qualified candidates on the ballot for election, and for any district in which there is only one candidate, waive the ballot process and declare the candidate elected.

The Qualifications & Election Committee shall prepare and post at the principal office of the Cooperative at least seventy-five (75) days before the meeting the list of qualified candidates for Director elections for each Director District up for election.

Notwithstanding anything in this Section contained, failure to comply with any of the provisions of this Section shall not affect in any manner whatsoever the validity of any election of Directors.

Section 9. Removal of Directors by Members. The Members shall have the power to remove Directors at a Members' meeting by an affirmative vote with a quorum present. Directors shall be removed only for cause. Charges against a Director must be specific and must be filed with the Secretary of the Cooperative at least twenty (20) days before the annual meeting or a special meeting called for this purpose, together with a petition signed by at least ten percent (10%) of the members of the Cooperative in that district, requesting removal of the director. Upon the filing of such a petition, the Secretary of the Cooperative shall immediately notify the Director so charged, in writing, at least ten (10) days prior to the meeting of the Members. Prior to the vote on the removal of the Director sought to be removed, the Director so charged shall be allowed representation by counsel, shall be allowed to present evidence, shall be allowed to cross-examine witnesses, and shall be allowed to be heard in person at the meeting. The proceedings shall be presided over by a neutral chairperson, and the proceedings must be recorded.

Section 10. Indemnification. The Cooperative shall indemnify, defend, and hold harmless the Cooperative's Directors, Officers, agents, and employees from and against liability to the extent that their acts or omission constituting the grounds for the alleged liability were performed in their official capacity, were based upon what a reasonable person would deem to be good faith business judgments and belief that the acts or omission were in the best interest of the Cooperative. The Cooperative may purchase insurance to cover such indemnification.

Section 11. Campaign Finance Disclosure. The Campaign Finance Disclosures required by this Section are mandatory and are to be considered part of the qualifications to serve on the Board of Directors. Failure to follow the Campaign Finance Disclosures may result in disqualification of a candidate and/or a Director elected to the Board of Directors.

- (a) Campaign Contributions Discouraged. To promote the fairness and transparency of the election process and the best interests of the Cooperative, a candidate for election on the Board of Directors is encouraged to campaign without accepting financial contributions, in-kind contributions, gifts, donations, loans to support the campaign, promises, or pledges to transfer money, goods, or services, paid personal services, or any other type of financial contribution from any individual, legal entity, Cooperative member or group of members, group of other persons, business, political party, interest group, association, union, or any other entity.
- (b) Members who are candidates for the Board of Directors must follow the requirements set forth below to be eligible to be elected as a director:
 - (1) If a candidate chooses to accept campaign contributions of any kind of \$25.00 or more, then the campaign contributions must be freely disclosed as required in this Bylaw.
 - (i) "Campaign Contribution" means any of the following of \$25.00 or more: a financial contribution, an in-kind contribution, a gift, a donation, a loan to support the campaign, a promise or pledge to transfer money, goods, or services, paid personal

services, or any other type of contribution from an individual, entity, group, business, partnership, political party, interest group, or union.

- (ii) A candidate who does not accept Campaign Contributions may voluntarily disclose that decision to the Cooperative's members by filing a statement in the manner and form approved and directed by the Cooperative.
 - (2) A candidate who chooses to accept Campaign Contribution is required to file with the Cooperative, for posting by the Cooperative, on its website, a weekly Contributions report (which will be provided by the Cooperative), containing:
 - (i) The name and address of the source of each Campaign Contribution;
 - (ii) The amount of each Campaign Contribution;
 - (iii) The date the candidate accepted each contribution in excess of \$25.00; and
 - (iv) The contributor's occupation and employer (from individual contributors).
 - (3) A candidate who spends his or her own personal funds on the candidate's own campaign is not required to file a Contributions Report.
 - (4) A candidate is required to file his or her Contributions Report on the following schedule:
 - (i) On each Friday before the election for the Board of Directors; and
 - (ii) On the 30th day after the date of election for the Board of Directors that includes any Campaign Contributions not previously disclosed.
 - (5) If a candidate is elected, or appointed after the election to a director position, and the candidate chooses to accept contributions intended to help retire the candidate's campaign debt, the candidate is required to file with the Cooperative for posting by the Cooperative on its website a Contribution Report within 30 days after accepting each contribution.
- (c) Any member who believes that a candidate or director has violated this Bylaw (the "Complainant") may file a written complaint (the "Complaint") with the Cooperative at the Cooperative's headquarters, together with any documents in support of the Complaint. The form of the Complaint will be provided to the Complainant. The Cooperative will send a copy of the Complaint to the candidate or director against whom the Complaint is made (the "Respondent"). The Board of Directors, in its sole discretion, shall choose 1 arbitrator to decide the Complaint. The arbitrator shall be a qualified neutral arbitrator, who shall be an attorney licensed to practice law in the State of Minnesota. The arbitration shall be finally and exclusively decided by binding arbitration in accordance with the American Arbitration Association Commercial Arbitration Rules. The Cooperative's legal counsel shall meet and inform the arbitrator of his/her responsibilities under this Bylaw. The Cooperative shall pay any fees and expenses to the arbitrator for the services rendered. The Cooperative shall indemnify the arbitrator against all claims that may be brought against him/her which arise from the performance of the arbitrator's duties under this Bylaw.
 - (1) Once the arbitrator is chosen, the Cooperative shall send the Complaint to the arbitrator with a directive to handle the Complaint as expeditiously as possible in accordance with this Bylaw. The arbitrator shall promptly review the Complaint and set a hearing on the Complaint as soon as possible. All parties shall be given at least 3 days' written notice (written includes e-mail, text, or other electronic means) of the hearing on the Complaint.
 - (2) The Complainant and Respondent shall be entitled to appear at the hearing with legal counsel and present evidence for and against the charges made in the Complaint. The Complainant shall bear the burden of proof and the burden of proof shall be by a preponderance of the evidence. Promptly after the hearing, the arbitrator shall determine whether the Complainant

has met the burden of proof that a violation of this Bylaw was committed. If the arbitrator determines that a violation of this Bylaw was committed, the arbitrator shall prescribe the penalty to be imposed for the violation, considering the nature and severity of the violation. The penalty must be appropriate to the violation committed.

- (i) Penalties may include:
 - (a) An order to cease and desist from the violation,
 - (b) A reprimand,
 - (c) A censure,
 - (d) A disqualification of the Respondent's candidacy and removal from the Board of Directors,
 - (e) A recommendation that the director resign or be removed from office, or
 - (f) Such other penalty as the arbitrator determines is appropriate.
- (d) The arbitrator shall submit his/her award and the factual basis for the determination on the Complaint and the penalty to be imposed, if any, in writing (in writing includes e-mail) promptly to the Board of Directors, the complainant, and the Respondent. The Board of Directors shall promptly execute the decision of the arbitrator. The arbitration shall be held in Meeker County, Minnesota. Any award rendered by the arbitrator shall be final and binding upon the Complainant, Respondent, and the Cooperative and judgment upon any award rendered by the arbitrator may be entered into any court having jurisdiction. The Members, candidates, and the Cooperative waive all rights to a trial by jury in connection with anything contained in this Bylaw.
- (e) The arbitrator may consult with the Cooperative's legal counsel in the discharge of his/her duties. The arbitrator may also use an assigned Cooperative staff member to coordinate notices and arrangements for a hearing, the hearing location, a hearing tape/transcript, and such other services as the arbitrator deems necessary to carry out his/her duties under this Bylaw.
- (f) The Cooperative will not be responsible, and no Member shall make any claim against the Cooperative, for the payment of attorneys' fees and costs arising from the conduct of the election of directors under the provisions of this Bylaw.
- (g) By becoming a candidate for the Board of Directors, all candidates hereby acknowledge and agree to the requirements of this Bylaw and understand that a violation of this Bylaw could subject the candidate/director to the penalties described in this Bylaw.

ARTICLE IV Meetings of Directors

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice other than this Bylaw, immediately after the annual meeting of the Members at such place as the board may determine. A regular meeting of the Board of Directors shall also be held monthly and at such time and place as the board may determine. Such regular monthly meetings may be held without notice.

Section 2. Meeting Participation. Upon unanimous consent of the Directors, any regular meeting or special meeting may be conducted with absent Directors participating, and deemed present in person, through any means of communication by which all Directors participating in the meeting may reasonably and verifiably identify themselves, and simultaneously and approximately instantaneously communicate with each other during the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by the President or any three (3) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for the holding of any special meeting of the Board of Directors called by them.

Section 4. Notice. Notice of the time, place, and purpose of any special meeting shall be given at least two (2) days previous thereto, by written notice, delivered personally, mailed, or mailed by facsimile mail or by electronic means to each Director at the Director's last known address. If mailed, such notice shall be deemed to be delivered when deposited into the United States mail in a sealed wrapper so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver or notice of such meeting, except in a case where a Director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

Section 5. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the Directors shall be present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 7. Board Action by Written Consent. Without a Board of Directors' meeting, the Board of Directors may take an action required or permitted to be taken at a board meeting if the action is: (1) taken by all Directors and (2) evidenced by one or more written or electronic consents: (a) describing the action taken; (b) signed by each director (such signature can be electronic); (c) delivered to the Cooperative; and (d) included with the Cooperative's board meeting minutes. A written consent has the effect of, and may be described as, an action of the Board of Directors.

ARTICLE V

Officers

Section 1. Number. The officers of the Cooperative shall be President/Chair, Vice-President/Vice-Chair, Secretary, Treasurer, and General Manager/Chief Executive Officer (CEO). The offices of Secretary and Treasurer may, by resolution of the Board of Directors, be combined and, when so combined, the person filling such office shall be termed "Secretary-Treasurer." The Board of Directors may elect such additional officers as it deems appropriate.

Section 2. Election and Term of Office. Except for the General Manager/Chief Executive Officer, the officers of this Cooperative shall be elected, by ballot, annually by the Board of Directors at the first meeting of the Board of Directors held after each 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 for the term of one (1) year or until a successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Cooperative would be served thereby.

Section 4. Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President/Chair. The President/Chair:

- (a) shall preside at all meetings of the Members and of the Board of Directors.
- (b) may sign, with the Secretary, or any other proper officer of this Cooperative authorized by the Board of Directors so to do, any deeds, mortgages, bonds, contracts, or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of this Cooperative, or shall be required by law to be otherwise signed or executed; and
- (c) in general shall perform all duties incident to the office of President/Chair and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President/Vice-Chair. The Vice-President/Vice-Chair, in the absence of the President/Chair, or in the event of the President's/Chair's inability or refusal to act, the Vice-President/Vice-Chair shall perform the duties of the President/Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President/Chair and shall perform such other duties as from time to time may be assigned to the President/Chair by the Board of Directors.

Section 7. Secretary. The Secretary shall:

- (a) keep the minutes of the Members' and the Board of Director's meetings in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) be custodian of the corporate records;
- (d) keep a register of the contact information of each Member; and
- (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 8. Treasurer. The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of this Cooperative;
- (b) receive and give receipts for monies due and payable to this Cooperative from any source whatsoever, and deposit all such monies in the name of this Cooperative in such institutions as the Cooperative selects; 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 the Treasurer by the Board of Directors.

Section 9. Delegation of Officer's Duties. Upon the request of any officer, the Board of Directors may authorize the General Manager/CEO to delegate any or all such officer's duties to responsible employees of the Cooperative.

Section 10. General Manager/Chief Executive Officer. The General Manager/Chief Executive Officer (CEO) shall:

- (a) have general charge and management of the business of the Cooperative, subject to the control of the Board of Directors;
- (b) employ, discharge, determine the duties and the terms of employment of all other employees of this Cooperative;
- (c) sign all certificates, deeds, mortgages, contracts, and other instruments as authorized by the Board of Directors;
- (d) make reports to the Board of Directors and Members of the Cooperative; and
- (e) perform such other duties as may be prescribed by the Board of Directors.
- (f) The salary, duties and terms of employment of the General Manager/CEO, shall be fixed and determined by the Board of Directors.

Section 11. Bonds of Officers. The Board of Directors may require the Treasurer and any other office of this Cooperative, charged with responsibility for the custody of any of its funds or property, to give a surety or sureties, and containing such terms and conditions as it shall determine.

Section 12. Salaries. The salaries of the President/Chair, Vice-President/Vice-Chair, Secretary, and Treasurer of this Cooperative shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a Director of this Cooperative.

Section 13. Insurance. The Cooperative may purchase and maintain insurance on behalf of an individual who is or was a Director or Officer of the Cooperative. This is insurance against liability, including judgment, settlement, or otherwise, or reasonable expenses, including, but not limited to, reasonable attorneys' fees, asserted against or incurred by the Cooperative or the individual in his or her individual capacity, or arising from the individual's status as a Director or Officer of the Cooperative.

ARTICLE VI Earnings-Distribution

Section 1. Interest or Dividends on Capital Prohibited. The Cooperative shall at all times be operated on a cooperative non-profit basis for mutual benefit of its Members and Former Members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its Members and Former Members.

Section 2. Patronage Capital in Connection with Furnishing Electric Energy. In the furnishings of electric energy, the Cooperative's operations shall be so conducted that all Members and Former Members will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its Members and Former Members for all amounts received and receivable from the furnishing of electric energy of various classes, in excess of operating costs, expenses, capital reserves, and/or additional reserves properly chargeable against the furnishing of such electric energy. All such amounts in excess of operating costs, expenses, capital reserves, and/or additional reserves properly chargeable against the furnishing of electricity are received by the Cooperative with the understanding that they are furnished by the Members and Former Members as capital. In accordance with Minnesota Statutes Chapter 308A (and all revisions or replacements thereof), the net income of the Cooperative, except for amounts set aside as capital reserves and/or additional reserves, shall be allocated on the basis of patronage as provided in the Bylaws. The records of the Cooperative may show the interest of the Members in the reserves. 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 the capital, if any, so furnished by each Member and Former Member

is clearly reflected and credited in an appropriate record of the capital account of each Member and Former Member. All such amounts credited to the capital account of any Member and Former Member shall have the same status as though they had been paid to the Member and Former Member in cash in pursuance of a legal obligation to do so and the Member and Former Member had then furnished the Cooperative corresponding amounts for capital. The Board of Directors shall determine the method, basis, terms, priority and order of retirement, if any, for all amounts furnished as capital.

Section 3. Security Interest in Capital Credits. As security for the full and prompt payment and performance when due of any and all obligations or indebtedness that may be owed by a Member and Former Member to the Cooperative and/or any Cooperative subsidiary, each Member and Former Member grants the Cooperative a continuing security interest in and recoupment claim against the patronage capital allocated to the Member and Former Member.

Section 4. Dissolution or Liquidation of the Cooperative. 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 and Former Members. After payment of outstanding indebtedness and retirement of outstanding Capital Credits, the Cooperative shall then pay or distribute any remaining Cooperative assets, and any amounts received from selling any remaining Cooperative assets, to the Members and Former Members in proportion to the value or quantity of Cooperative services used during the twenty (20) years prior to the Cooperative's dissolution or liquidation.

If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to Member and Former Member accounts may be retired in full or in part. The Board of Directors shall determine the method, basis, term, priority, and order of retirement, if any, for all amounts furnished as capital.

Section 5. Assigning Capital Credit Accounts. Capital credited to the account of each Member and Former Member shall be assignable as the Board of Directors, acting under policies of general application, shall determine.

Section 6. Unclaimed Capital Credits. As allowed by applicable law, the Cooperative shall be entitled to apply a reasonable service charge against the Capital Credits of a Member or Former Member who has not claimed them beginning two (2) years after the Capital Credits are declared payable. The amount of such service charge shall be determined periodically by the Board of Directors and shall be based on the current cost of handling the capital credit account of the Member or Former Member.

Section 7. Patronage Refunds From Other Cooperatives. All Capital Credits allocated to the Cooperative by other cooperatives of which this Cooperative is a Member 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 Members and Former Members on a patronage basis and any amounts so allocated shall be included as a part of the capital credited to the accounts of Members and Former Members, as herein provided.
- (c) The Board of Directors shall determine the method, basis, terms, priority, and order of retirement, if any, for all amounts furnished as capital.

Section 8. Non-Operating Margins. All amounts received by the Cooperative from non-operating revenue sources in excess of costs and expenses shall be retained or used by the Cooperative as permanent, non-allocated capital unless otherwise determined by the Board of Directors.

Section 9. Patronage Capital in Connection with Furnishing Broadband and Related Services.

Those individuals/entities that receive broadband and related service(s) ("Broadband") from the Cooperative who are not Members are considered nonmember patrons ("Nonmember Patrons"). The Nonmember Patrons shall sign a document provided by the Cooperative agreeing to be bound by the terms and conditions contained in the Bylaws and Articles of Incorporation and/or agree to be bound as a condition of receiving Broadband from the Cooperative. Nonmember Patrons are those individuals who are not qualified or eligible for membership in the Cooperative.

In the furnishing of Broadband, the Cooperative's operations with respect to Broadband shall be so conducted that all Nonmember Patrons and Members who receive Broadband from the Cooperative will through their patronage furnish capital for the Cooperative for the Cooperative's operations. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all of its Nonmember Patrons and Members for all amounts received and receivable from the furnishing of Broadband in excess of operating costs, expenses, capital reserves, and/or additional reserves properly chargeable against the furnishing of Broadband. All such amounts in excess of operating costs, expenses, capital reserves, and/or additional reserves properly chargeable against the furnishing of Broadband at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the Nonmember Patrons and Members as capital. In accordance with Minnesota Statutes Chapter 308A (and all revisions or replacements thereof), the net income of the Cooperative, except for amounts set aside as capital reserves and/or additional reserves, shall be allocated on the basis of patronage as provided in the Bylaws. The records of the Cooperative may show the interest of the Members, and as applicable, Nonmember Patrons, in the reserves. 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 the capital, if any, so furnished by each Member and Former Member, and as applicable, Nonmember Patron, is clearly reflected and credited in an appropriate record of the capital account of each Member and Former Member. All such amounts credited to the capital account of any Member and Former Member, and as applicable, Nonmember Patrons, shall have the same status as though they had been paid to the Member and Former Member, and as applicable, Nonmember Patron, in cash in pursuance of a legal obligation to do so and the Member and Former Member, and as applicable, Nonmember Patron, had then furnished the Cooperative corresponding amounts for capital. The Board of Directors shall determine the method, basis, terms, priority and order of retirement, if any, for all amounts furnished as capital.

Section 10. Miscellaneous

Notwithstanding any other provision of these bylaws the Board of Directors at its discretion, shall have the power at any time to retire any capital credited to the account of a Member, Nonmember Patron, former Nonmember Patron, or Former Member who shall have died. Such retirement shall be upon such terms and conditions as the Board of Directors, acting under policies of general application, shall determine; provided, however, that the financial condition of the Cooperative will not thereby be impaired.

As reasonable and fair, the Cooperative may allocate capital credits to classes of similarly situated Members or Nonmember Patrons under different manners, methods, and timing, provided the Cooperative allocates capital credits to similarly situated Members or Nonmember Patrons under the same manner, method, and timing.

Regardless of a statute of limitation or other time limitation, upon retiring capital credits allocated to a Member, Nonmember Patron, former Nonmember Patron, or Former Member, the Cooperative may recoup, offset, or setoff an amount owed to the Cooperative by a Member, Nonmember Patron, former Nonmember Patron, or Former Member, including any interest and late payment fees, by reducing the allocated amount of retired capital credits paid to the Member, Nonmember Patron, former Nonmember Patron, or former Member by the amount owed to the Cooperative.

Separate records and accounts shall be kept regarding capital credits received by the Cooperative from any entity which the Cooperative is a Member and the Board of Directors shall have the sole discretion whether to pay any capital credits received by the Cooperative as a result of the Cooperative's membership in any entity.

In the event that the Cooperative should engage in the business of furnishing goods or services other than electric energy or Broadband, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods may be allocated annually and returned to the Members of the Cooperative or may be used by the Cooperative as permanent, non-allocated capital. In addition, all amounts allocated to the Cooperative from other organizations that furnish services, supplies, or products to the Cooperative may be allocated to the Members of the Cooperative or may be used by the Cooperative as permanent, non-allocated capital. If allocated to the Members, the Board of Directors shall determine the method, basis, priority, and order of retirement, if any, for all such amounts heretofore or hereafter allocated to the Members of the Cooperative.

Each current and Former Member and Nonmember Patron agree that: (1) capital credits are not securities under state or federal law; (2) the Member's or Nonmember Patron's right to capital credits vests, accrues, becomes redeemable, and becomes payable only upon the Cooperative retiring the capital credits as provided in these Bylaws, and not upon the Cooperative allocating the capital credits; and (3) as required by law, each Member or Nonmember Patron will pay any tax or similar amount on allocated or retired capital credits.

ARTICLE VII Arbitration

Any and all disputes or claims or controversies arising from or related in any way to the Cooperative's provision of electricity or other services or in its furnishing of any goods or in its conduct of its operations, other than disputes or claims relating to the payment for electrical energy, damages to the Cooperative, and/or other services provided by the Cooperative, that are not resolved by agreement of the parties shall, at the request of any party, be resolved by binding arbitration by a single, impartial arbitrator. Arbitration shall take place in Litchfield, Minnesota, or as close to this location as possible. The selection of the arbitrator and all arbitration rules and procedures shall be determined pursuant to Minnesota Statute Chapter 572 and pursuant to the written procedures to be established from time to time by the Board of Directors. The determination of any dispute in arbitration shall be governed by the laws of the State of Minnesota, including, but not limited to, the Frye-Mack standard, and not the Daubert standard, with respect to expert testimony.

Each member of the Cooperative, by virtue of membership, agrees to arbitrate any and all claims or controversies according to the Bylaws and the regulations and policies prescribed by the Board of Directors. This agreement to arbitrate disputes shall survive any withdrawal from or termination of a Member's membership in the Cooperative.

ARTICLE VIII Disposition of Property

The Board of Directors may sell the property of the Cooperative upon such terms and conditions as it deems appropriate and in the best interests of the Cooperative. No sale of more than twenty-five (25) percent of the property of the Cooperative shall be effective, however, unless authorized at a regular or special meeting by the affirmative vote of two-thirds (2/3) of the total number of Members of the Cooperative.

ARTICLE IX MISCELLANEOUS

Section 1. The Board of Directors may, from time to time, authorize and direct that liability insurance be obtained to insure the Cooperative, its Members, Directors, officers, employees or agents, including personal liability of any said persons, against liability resulting from any and all acts performed or done by or on behalf of the Cooperative, or in the ordinary course of acting on behalf of the Cooperative, including liability for negligence and nonfeasance, and may further authorize and direct that all premiums for such insurance shall be paid by the Cooperative, and any such premiums paid shall not be considered compensation to any person thereby covered. Provided, however, that such insurance shall not insure against deliberate malfeasance of any person, and provided, further, that the existence or nonexistence of any such insurance, or limits thereto, shall not affect the liability of any such Member, Director, officer, employee, or agent to the Cooperative for any such act or failure to act.

Section 2. Any Member or Director may waive in writing any notice of a meeting required to be given by these Bylaws. The attendance of a Member or Director at any meeting shall constitute a waiver of notice of such meeting by such Member or Director, except in case a Member or Director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

Section 3. Except as otherwise provided by the Board at any time, and except as otherwise provided in the Articles of Incorporation or these Bylaws, the rules contained in the most recent edition of *Robert's Rules of Order Newly Revised*, govern all Member and Board of Director's meetings, in all cases to which they are applicable.

ARTICLE IX Amendments

These Bylaws may be altered, amended, or repealed by the affirmative vote of a majority of the Members, present in person or represented by mail or electronic vote, at any annual or special meeting; provided however, that the Bylaws of this Cooperative shall not be altered, amended, or repealed at any meeting of the Members unless notice of such proposed alteration, amendment, or repeal shall have been contained in the notice of each meeting.

In testimony whereof, these Amended and Restated Bylaws were approved and adopted by the Cooperative's membership on May 20, 2026, the following officers' signatures have been affixed in attestation thereof.



President



Secretary