

Bylaws
of
Three Rivers
Electric Cooperative

as amended August 4, 2023

Bylaws of Three Rivers Electric Cooperative

Article I Membership

SECTION 1 (a) -- Requirements for Membership. Any natural person, firm, association, corporation, partnership, body politic or political subdivision thereof may become a member in Three Rivers Electric Cooperative (hereinafter called the "Cooperative") by:

- (1) Executing a written application for Cooperative membership and contract for electric service;
- (2) Agreeing to purchase from the Cooperative central station electric energy as hereinafter specified; and
- (3) Agreeing to comply with and be bound by the Articles of Incorporation and Bylaws of the Cooperative, and all policies, rules and regulations as they then exist or as they may from time to time be adopted, rescinded, or amended by the Cooperative's Board of Directors.

SECTION 1 (b) -- No natural person, firm, association, corporation, partnership, body politic or subdivision thereof shall become a member unless and until accepted for membership by the Board of Directors. No member may hold more than one membership in the Cooperative. No membership in the Cooperative shall be transferable, except as provided in these Bylaws.

SECTION 2 -- Joint Membership. A legally married couple may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term "Member" as used in these Bylaws shall be deemed to include a legally married couple holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect of the holders of a joint membership shall be as follows:

- (a) The presence at a meeting of either or both shall be regarded as the presence of one member and shall constitute a joint waiver of notice of the meeting;
- (b) The vote of either separately or both jointly shall constitute one joint vote;
- (c) A waiver of notice signed by either or both shall constitute a joint waiver;
- (d) Notice to either shall constitute notice to both;
- (e) Expulsion of either shall terminate the joint membership;
- (f) Withdrawal of either shall terminate the joint membership;
- (g) Either but not both may be elected or appointed as an officer or director, provided that both meet the qualifications of such office.

SECTION 3 -- Conversion of Membership.

(a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his or her spouse to comply with the articles of incorporation, bylaws and rules and

regulations adopted by the Board of Directors. The outstanding membership certificate may be surrendered and may be reissued by the Cooperative in such a manner as to indicate the changed membership status.

(b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. The outstanding membership certificate may be surrendered, and may be reissued in such manner as to indicate the changed membership status; provided, however, that the estate of the deceased shall not be released from any debts to the Cooperative.

(c) Upon the legal separation or divorce of the holders of a joint membership, such membership shall be held solely by the spouse who continues directly to occupy or use the premises covered by such membership, provided that the other spouse shall not be released from any debts due to the Cooperative that were incurred before the legal separation or divorce. Monies deposited, earned or accrued by the joint membership prior to its termination shall be divided equally between the parties to the joint membership when such amounts become due and payable. The Cooperative will abide by any valid agreement between the parties to the joint membership, order or decree from a court of competent jurisdiction addressing any of the above mentioned items regarding the joint membership.

SECTION 4 -- Purchase of Electric Energy. Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all central station electric energy used on the premises specified in his application for membership, and shall pay therefor at rates

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

SECTION 5 -- Termination of Membership.

(a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the board may prescribe. The board may, by the affirmative vote of not less than two-thirds of all the members of the board, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws or rules and regulations adopted by the board, but only if such member shall have been given written notice by the Cooperative that such failure makes him liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the board or by vote of the members at any annual or special meeting. The membership of a member who for a period of six (6) months after service is available to him, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, may be cancelled by resolution of the board.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member the membership of such member shall thereupon terminate. Termination of membership in any

manner shall not release a member of his estate from any debts due the Cooperative.

(c) In case of withdrawal or termination of membership in any manner, the Cooperative shall repay the member the amount of the membership fee paid by him, provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative.

SECTION 6 -- Responsibilities of Members. Each member shall cause all premises covered by their membership to become and remain wired in accordance with specifications contained in the National Electrical Code or as otherwise specified by the county and/or city of the member's residence, or by the Cooperative. The Cooperative will not assist or be responsible for wiring of the premises, or for the inspection of the premises to determine viability of the wiring therein. The Cooperative shall design and install its facilities in accordance with the National Electrical Safety Code and any design or engineering requirements of the Rural Utilities Service. The Cooperative shall deliver its electricity and interconnect its neutral with that of the member for purposes of safety. In no event shall responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity, or beyond the point at which its neutral interconnects with that of the member at the meter loop used on member's premises. The member shall be responsible for installing any devices protecting him, his family, or his property from normal operating characteristics of electric service provided by the Cooperative.

SECTION 7 -- Electronic Documents and Actions.

(a) As used in these bylaws, the following terms shall have the meaning set forth herein:

- (1) “Electronic” and “Electronically” mean relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities;
- (2) To sign an “Electronic Document” means, with present intent to authenticate or adopt the Electronic Document, to attach to, or logically associate with, the Electronic Document an Electronic sound, symbol, or process; and
- (3) “Electronic Signature” shall mean an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- (4) “Electronic transmission” includes transmission through: (i) Electronic mail; (ii) the Cooperative’s website; or (iii) a website or information processing system that the Cooperative has designated or uses to send, receive, or transmit Electronic Documents or Electronic information, or to Electronically conduct an action, transaction or activity.

(b) If a member has reasonable access to the applicable or necessary hardware and software, then the member may choose to transact certain business with the Cooperative in an electronic format. In such event:

- (1) The member consents and agrees to: (i) use, accept, send, receive, and transmit a record, notice, communication, comment, contract with an Electronic

Signature or other document regarding an action, transaction or activity with, for, or involving the Cooperative (“Electronic Document”);
(ii) Electronically conduct an action, transaction, business, or activity with, for, or involving the Cooperative; and
(iii) Electronically give or confirm this consent and agreement;

- (2) The Electronic Document sent or transmitted to, or received or transmitted from, the member satisfies a requirement that the underlying signature, contract, record, notice, communication, comment, or other document be in writing as otherwise required in these bylaws;
- (3) Electronically sending or transmitting an Electronic Document to, or receiving or transmitting an Electronic Document from, the member satisfies a requirement that the underlying signature, contract, record, notice, communication, comment, or other document be sent or received personally or by mail.

Except as otherwise provided in these Bylaws, an Electronic Document Electronically sent or transmitted to a member or former member at the member or former member’s last known Electronic address is considered sent, received, transmitted, and effective on the date sent by the Cooperative. An Electronic Document Electronically received or transmitted from a member or former member is considered sent, received, transmitted, and effective on the date received by the Cooperative.

Article II

Rights and Liabilities of Members

SECTION 1 -- Property Interest of Members. Upon dissolution, after (a) All debts and liabilities of the Cooperative shall have been paid, and (b) All capital furnished through patronage shall have been retired as provided in these bylaws, the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the ten years next preceding the date of the filing of the certificate of dissolution, or, if the Cooperative shall not have been in existence for such period, during the period of its existence.

SECTION 2 -- Non-Liability for Debts of the Cooperative. The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

Article III

Meetings of Members

SECTION 1 -- Annual Meeting. The annual meeting of the members shall be held during the period between June 1 and October 1 of each year at such place within a county served by the Cooperative, in the manner of a traditional assembly or drive-thru style meeting or any combination thereof, as selected by the board and which shall be designated in the notice of the meeting, for the purpose of electing board members, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. Designation of the date of annual meeting shall be made

by the Board of Directors not less than sixty (60) days prior to the date selected. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

SECTION 2 -- Special Meetings. Special meetings of the members may be called by resolution of the board, or upon a written request signed by any three board members, by the President, or by ten per centum or more of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within one of the counties served by the Cooperative as designated by the board and shall be specified in the notice of the special meeting.

SECTION 3 -- Notice of Members' Meetings. Written or printed notice stating the place, day, hour and style of the meeting (traditional assembly, drive-thru or some combination) and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than twenty-five days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

SECTION 4 -- **Quorum.** Two percent (2%) of the first two thousand (2,000) members and one percent (1%) of the remaining members present in person or by submission of a valid mail ballot or electronic ballot shall constitute a quorum for the transaction of business at all meetings of the members. If less than a quorum is present at any meeting a majority of those present in person may adjourn the meeting from time to time without further notice.

SECTION 5 -- **Voting.** Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of a majority of the members voting thereon in person, except as otherwise provided by law, the articles of incorporation or these Bylaws. In addition to in-person voting, and at the discretion of the Board of Directors, voting may also be carried out by use of a mail-in ballot or electronic ballot or any combination thereof, under procedures established by a resolution of the Board of Directors and set forth within the official notice of the meeting of members. Member voting by proxy shall not be allowed.

SECTION 6 -- **Order of Business.** The order of business at the annual meeting and at all other meetings of the members, so far as possible, shall be essentially as follows:

- (1) Report on the number of members present in person in order to determine the existence of a quorum.
- (2) Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
- (3) Reading of unapproved minutes of previous meetings of the members and

- the taking of necessary action thereon.
- (4) Presentation and consideration of reports of officers, directors and committees.
 - (5) Election of directors.
 - (6) Unfinished business.
 - (7) New business.
 - (8) Adjournment.

Article IV

Directors

SECTION 1 -- General Powers. The business and affairs of the Cooperative shall be managed by a board of nine directors which shall exercise all of the powers of the Cooperative except such as are by law, the articles of incorporation or these bylaws, conferred upon or reserved to the members.

SECTION 2 -- Election and Tenure of Office. The persons named as directors in the articles of conversion shall compose the Board of Directors until the first annual meeting following the conversion of the Cooperative under the Rural Electric Cooperative Act or until their successors shall have been elected and shall have qualified. Beginning with the first annual meeting of the Cooperative following its conversion held in 1947, the directors of the Cooperative shall be divided into three classes, each of which shall consist of three directors. The terms of office of the directors of the first class elected at the annual meeting shall expire at the next succeeding annual meeting; the terms of office of the directors of the second class elected at the annual meeting in 1947, shall expire at the second succeeding annual meeting; the terms of office of the directors of the third class elected at the annual meeting in 1947, shall expire at the third succeeding annual meeting. At each annual meeting after the third meeting held in

1947, three directors shall be elected by ballot by and from the members to serve until the third succeeding Annual Meeting of the Members or until their successors shall have been elected and shall have qualified.

If an election of directors shall not be held on the date designated herein for the annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as practicable. Directors may be elected by a plurality vote of the members.

SECTION 2A -- Area Served to be Divided into Districts. For the purpose of providing equitable representation on the Board of Directors, the area now served and to be served shall be divided into three districts as follows: an Eastern District consisting of the area east of the Gasconade River; a Central District, consisting of the area between the Gasconade River and the Osage River; and a Western District consisting of the area west of the Osage River. Not more than three directors shall reside in any one district. It is contemplated that at each annual meeting, or meeting held in lieu thereof, that one director shall be elected from each district for a term of three years.

SECTION 3 -- Qualifications. To be eligible to become or remain a director or to hold any position of trust in the Cooperative, a person must:

- (a) Be an individual with the capacity to enter into legally binding contracts;
- (b) Be a member and bona fide resident of the geographical area served by the Cooperative;
- (c) Not be in any way employed by or financially interested in a competing enterprise or a business selling electric

energy, services or supplies to the Cooperative or any of its subsidiaries, or a business primarily engaged in selling electrical or plumbing appliances, fixtures or supplies to the members of the Cooperative;

- (d) Not have a Close Relative that is an employee of the Cooperative or any subsidiary thereof while a director;
- (e) Not be an applicant for employment with the Cooperative or any subsidiary thereof;
- (f) Not be employed by the Cooperative or any subsidiary thereof while a director and during the three years immediately before becoming a director;
- (g) Not have been convicted of, pled guilty to or entered a plea of no contest to a felony crime; and
- (h) Not be engaged in a personal relationship with a fellow director or an employee of the Cooperative or any subsidiary thereof that could, in the sole judgement of the Board of Directors, interfere with the director's independent judgement, disrupt or negatively impact the workplace, undermine members' confidence in the operations of the Cooperative, or reasonably create the appearance of a conflict of interest.

The term "close relative" as used within these bylaws, shall mean that the individual is through blood, law, or marriage, a spouse, child, stepchild, father, stepfather, mother, stepmother, brother, stepbrother, half-brother, sister, stepsister, half-sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law; or resides in the same residence.

Upon a majority vote of the remaining directors that a director is holding office in violation of any of the foregoing provisions, the non-compliant director is disqualified to remain a director and thereafter shall no longer be a director. Nothing contained in this section shall affect in any manner whatsoever the validity of the action taken at any meeting of the Board of Directors.

An individual qualified and elected, designated, or appointed to a position does not become a "close relative" while serving in the position because of a marriage or legal action to which the individual was not a party. Furthermore, this bylaw section will not apply to Close Relatives as defined above who are employed by the Cooperative as of August 3, 2007.

SECTION 4 -- Nominations. It shall be the duty of the board of directors to appoint, not less than sixty days nor more than one hundred-twenty days before the date of a meeting of the members at which directors are to be elected, a committee on nominations consisting of not less than five nor more than eleven members who shall be selected from different geographical sections of the Cooperative's service area so as to insure equitable representation.

No member of the Board of Directors may serve on such committee. The committee keeping in mind the principle of geographical representation, shall prepare and post at the principal office of the Cooperative at least forty days before the meeting a list of nominations for directors which may include a greater number of candidates than are to be elected. The Secretary shall be responsible for mailing the notice of the meeting or separately, but at least ten days

before the date of the meeting, a statement of the number of board members to be elected and the names and addresses of the candidates nominated by the committee on nominations. Any fifteen or more members acting together may make other nominations by petition and the Secretary shall post such nominations at the same place where the list of nominations made by the committee is posted. Nominations made by petition, if any, received at least thirty days before the meeting shall be included on the official ballot. No member may nominate more than one candidate.

SECTION 5 -- Removal of Directors by Members. Any member may bring charges against a director and by filing with the Secretary such charges in writing together with a petition signed by at least ten per centum of the members, may request the removal of such directors by reason thereof. Such director shall be informed in writing of the charges at least ten days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at the meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

SECTION 6 -- Vacancies. Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of directors by the members, a vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors for the unexpired portion of the term.

SECTION 7 -- Compensation. Directors shall not receive any salary for their services as directors, except that by resolution of the Board of Directors a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences, and training programs or performing committee assignments will be allowed when authorized by the board. If authorized by the board, board members may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per diem allowance by the board in lieu of detailed accounting for some of these expenses. No board member shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a board member receive compensation for serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote of the members or the service by the board member or his close relative shall have been certified by the board as an emergency measure.

Article V

Meetings of Directors

SECTION 1 -- Regular Meetings. A regular meeting of the board shall be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the board shall also be held monthly at such time and place within one of the counties served by the Cooperative as designated by the board. Such regular monthly meeting may be held without notice other than such resolution by fixing the time and place thereof.

SECTION 2 -- Special Meeting. Special meetings of the board may be called by the

President or by any three board members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or board members calling the meeting shall fix the time and place for holding of the meeting.

SECTION 3 -- Notice of Board Meetings. Written notice of the time, place and purpose of any special meeting of the board shall be delivered to each board member either personally, electronically, or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the board member calling the meeting. If sent electronically, such notice shall be deemed to be delivered when sent to such address provided previously by the board member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the board member at his address as it appears on the records of the Cooperative, with postage thereon prepaid, at least five days before the date set for the meeting.

SECTION 4 -- Quorum. A majority of the board shall constitute a quorum, provided, that if less than such majority of the board is present at said meeting, a majority of the board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent board members of the time and place of such adjourned meeting. The act of a majority of the board members present at a meeting at which a quorum is present shall be the act of the board, except as otherwise provided in these bylaws.

SECTION 5 -- Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted by the articles of incorporation or these Bylaws, members of the Board of Directors of the

Cooperative, may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

Article VI

Officers

SECTION 1 -- **Number.** The officers of the Cooperative shall be a president, vice president, secretary, treasurer, and such other officers as may be determined by the Board of Directors from time to time. The offices of secretary and of treasurer may be held by the same person.

SECTION 2 -- **Election and Term of Office.** The officers shall be elected by ballot, annually by and from the Board of Directors at the meeting of the Board of Directors held immediately after the Annual Meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding Annual Meeting of the Members or until his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

SECTION 3 -- **Removal of Officers and Agents by Directors.** 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 will be served thereby. In addition, any member of the Cooperative may bring

charges against an officer and by filing with the Secretary such charges in writing together with a petition signed by ten per centum of the members, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten days prior to the board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. In the event the board does not remove such officer, the question of his removal shall be considered and voted upon at the next meeting of the members.

SECTION 4 -- **President.** The President shall:

- (a) Be the principal executive officer of the Cooperative, and, unless otherwise determined by the members or the Board of Directors, shall preside at all meetings of the members and the Board of Directors;
- (b) Sign, with the Secretary any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof, shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and
- (c) In general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5 -- Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 6 -- Secretary. The Secretary shall be responsible for;

- (a) Keeping the minutes of the meetings of the members and of the Board of Directors in books provided for that purpose;
- (b) Seeing that all notices are duly given in accordance with these bylaws or as required by law;
- (c) The safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these bylaws;
- (d) Keeping a register of the names and post office addresses of all members;
- (e) Having general charge of the books of the Cooperative in which a record of the members is kept;
- (f) Keeping on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Cooperative, furnishing a copy of the bylaws and of all amendments thereto to any member upon request; and
- (g) In general performing all duties incident to the office of the Secretary and such

other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 7 -- Treasurer. The Treasurer shall be responsible for;

- (a) Custody of all funds and securities of the Cooperative;
- (b) The receipt of and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these bylaws; and
- (c) The general performance of all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the board.

SECTION 8 -- Manager. The Board of Directors may appoint a manager who may be, but who shall not be required to be, a member of the Cooperative. The manager shall perform such duties and shall exercise such authority as the Board of Directors may from time to time vest in him.

SECTION 9 -- Bonds of Officers. The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall be bonded or insured in such sum and with such surety or insurer as the board shall determine. The board in its discretion may also require any other officer, agent or employee of the Cooperative to be bonded or insured in such amount and with such surety or insurer as it shall determine.

SECTION 10 -- Compensation. The powers, duties and compensation of officers, agents and employees shall be fixed by the Board of

Directors, subject to the provisions of these bylaws with respect to compensation for directors and close relatives of directors.

SECTION 11 -- Reports. The officers of the Cooperative shall submit at each Annual Meeting of the Members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

SECTION 12 -- Indemnification. The Cooperative shall indemnify and defend present and former directors, officers, agents and employees against liability to the extent that their acts or omissions constituting the grounds for alleged liability were performed in their official capacity and, if actionable at all, were based upon good faith business judgments in the belief that actions or non-actions were in the best interest of the Cooperative or not against the best interest of the Cooperative. The Cooperative may purchase insurance to cover the indemnification and defense.

Article VII Patronage Capital

SECTION 1 -- Non-Profit Operation. The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. The Cooperative's operations shall be so conducted that all patrons, members and non-members alike will through their patronage furnish capital for the Cooperative. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

SECTION 2 -- Patronage Accounting in Connection with Furnishing Electric Energy.

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 patrons, members and non-members alike, for all amounts received from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons, members and non-members alike, as capital. The Cooperative is obligated to pay all such amounts in excess of operating costs and expense to the patrons by credits to a capital account for each patron. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

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

SECTION 3 -- Disposition of Capital Credits.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby the capital then credited to the patrons' accounts may be retired in full or in part; provided, however, no such capital shall be retired in violation of any agreement, note, or deed of trust made by Cooperative or in violation of any law. Any such retirements of capital shall be of the method, basis, priority, and order of retirement as the Board of Directors, acting under policies of general application, shall determine. Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or part of such patron's premises served by the Cooperative unless the Board of Directors, acting under policies of general application shall determine otherwise.

Notwithstanding any other provisions of these bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, who was a natural person, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Directors, acting

under policies of general application, and the legal representatives of such patron's estate shall agree upon, provided, however, that the financial condition of the Cooperative will not be impaired thereby.

SECTION 4 -- Disposition of Unclaimed Capital Credits and Other Funds. Notwithstanding any provisions herein contained to the contrary, the Cooperative shall give notice after due diligence of attempting to locate any owners of any unclaimed capital credits, patronage funds, utility deposits, membership fees, or account balances for which the owner (member or former member) cannot be found and are the result of distributable savings of the Cooperative, giving notice in a newspaper of general circulation, published in the county in which the Cooperative locates its general headquarters. Such notice shall state the owner's name and approximate amount of owner's interest, and that if not duly claimed within two (2) years of said notice, the same shall be turned over to the Cooperative, which shall reallocate the same to other members. If no provable claim shall have been filed within two (2) years after the one-time publication of said notice, another one-time notice shall be published and if after sixty days no claim is filed the Cooperative may credit against said account any amounts due and owing the Cooperative by said member and thereafter allocate to those who are members as of the year and on a pro rata basis for the year in which the 60th day falls after the published notice. Any member or former member who fails to claim any capital credit or other payment after such payment has been made available to such person shall have made an irrevocable assignment and gift to the Cooperative of such capital credits or other payments.

Article VIII

Disposition of Property

The Cooperative may not sell, lease or otherwise dispose of, except by mortgage, all or any substantial portion of its property unless such sale, lease or other disposition is authorized at a duly-held meeting of the members thereof by the affirmative vote of not less than two-thirds of all of the members of the Cooperative, and unless the notice of such proposed sale, lease or other disposition, shall have been contained in the notice of the meeting. No sale, mortgage, lease, or other disposition or encumbrance of all or a substantial portion of the Cooperative's assets to any other entity shall be authorized except in conformity with the following:

- (a) All proposals shall be first submitted in writing to the Board of Directors of the Cooperative. If the board looks with favor upon any such proposal, the board shall first cause three (3) independent appraisers, experts on such matters, to render their individual written opinions as to the value of the Cooperative assets which are the subject of any such proposal. The three (3) appraisers shall be designated by a resident circuit court judge for the judicial circuit in which the Cooperative's headquarters are located, and in the event any or all such judges refuse to make such designations, they shall be made by the Board of Directors.
- (b) If the Board of Directors, after receiving such appraisals, determines that the proposal should be submitted for consideration by the members, it shall first give every other electric cooperative corporation sited and operating in the state (which has not made such an offer) an opportunity to submit competing

proposals. Such opportunity shall be in the form of a written notice to such electric cooperative corporations, which notice shall be attached to a copy of the proposal which the Cooperative has already received and a copy of the reports of the three (3) appraisers. Such electric cooperative corporation shall not be given less than thirty (30) days during which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in the written notice given to them.

- (c) If the board then determines that favorable consideration should be given to the initial or any subsequent proposal which has been submitted to it, it shall so notify the members, expressing in detail such proposal, and shall call a special meeting of the members for consideration thereof which meeting shall not be held sooner than ten (10) days after the giving of notice of such meeting to the members; provided, that consideration thereof by the members may be given at the next annual meeting if the board so determines and if such annual meeting is not held sooner than ten (10) days after the giving of such notice.

The foregoing provisions shall not apply to sale, mortgage, lease or other disposition or encumbrance to one or more other electric cooperative corporations if the substantive effect thereof is to merge or consolidate with such other electric cooperative corporation or corporations. Provided, however, that notwithstanding anything herein contained, or any other provisions of the law, the Board of Directors of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize

the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired and wherever situated as well as the revenues and income therefrom all upon such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative to United States of America or any instrumentality or agency thereof, or to any bank or other financial institution or organization.

The Board of Directors may transfer title to portions of the Cooperative's property and assets from time to time to wholly-owned subsidiary corporations when, in the Board of Directors' judgment, such transfers are necessary or appropriate or convenient to protect the Cooperative's investment and financial integrity. Such transfer shall be a change in nominal title only and shall not require membership approval as set forth above.

Article IX

Seal

The corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, Missouri."

Article X

Financial Transactions

SECTION 1 -- Contracts. Except as otherwise provided in these bylaws, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver an instrument in the name and on behalf of the Cooperative and such authority may be

general or confined to specific instances.

SECTION 2 -- Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed and/or countersigned by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the board.

SECTION 3 -- Deposits. All funds except petty cash of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the board may select.

SECTION 4 -- Fiscal Year. The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty-first day of December of the same year.

Article XI Miscellaneous

SECTION 1 -- Membership in Other Organizations. The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership of stock purchase; provided, however, that the Cooperative may, upon the authorization of the Board of Directors, purchase stock in or become a member of any corporation or organization organized on a non-profit basis for the purpose of engaging in or furthering the cause of rural electrification or rural communications or any electrical or communications corporation which will be a wholly-owned subsidiary of the Cooperative.

SECTION 2 -- Waiver of Notice. Any member or director may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except in case a member or director shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

SECTION 3 -- Policies, Rules and Regulations. The board shall have power to make and adopt such policies, rules and regulations, not inconsistent with the law, the articles of incorporation or these bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative.

SECTION 4 -- Accounting System and Reports. The board shall cause to be established and maintained a complete accounting system, which among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designed by the Administrator of the Rural Utilities Service of the United States of America. The board shall also after the close of each fiscal year cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year. A report of such audit shall be submitted to the members at the next following annual meeting.

SECTION 5 -- Area Coverage. The board shall make diligent effort to see that electric service is extended to all unserved persons within

the Cooperative service area who (a) desire such service and (b) meet all reasonable requirements established by the Cooperative as a condition of such service.

SECTION 6 -- Cooperative's Right to Collect Amounts Owed. By doing business with the Cooperative, all members agree that in the event that it is necessary for the Cooperative to hire outside agencies, consultants or attorneys to pursue collection activities for amounts owed by members to the Cooperative, the member agrees to pay to the Cooperative all of the Cooperative's costs for such outside agencies and consultants in addition to the amount of the bill originally owed by the member. Further, all members grant a security interest to the Cooperative in all monies including deposits, capital credits, rebates, refunds or other monies that may be due or requested by the member, in favor of the Cooperative to secure the payment of any and all amounts owed by member to Cooperative including the cost of collection efforts. Prior to payment of any capital credits, overpayment, rebate, deposit, or other monies the Cooperative shall be entitled to offset such payment against any amounts owed by member to the Cooperative including the cost of collection efforts.

Article XII Amendments

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

Article XIII
Term of Existence

Three Rivers Electric Cooperative shall have perpetual existence subject to such limits as may be established by the State of Missouri.

Statement of Nondiscrimination

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at

(202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

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