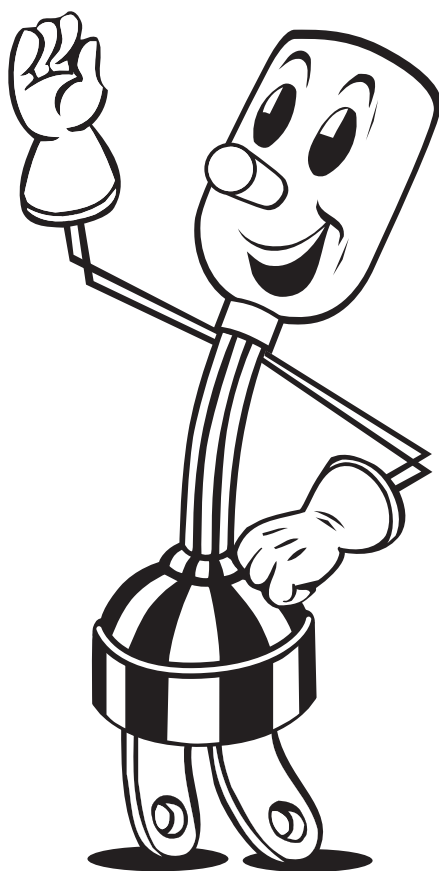


Restated Articles of Incorporation and By-Laws of Jump River Electric Cooperative, Inc.



As Revised
April 26, 2025

JREC is an equal opportunity provider and employer.

Articles of Incorporation

Article I

The name of this cooperative association shall be Jump River Electric Cooperative, Inc., and its location and principal office shall be in the Town of Flambeau, in Rusk County, Wisconsin, Post Office Address: Ladysmith, Wisconsin.

Article II Purposes

The principal purpose for which this cooperative association is formed is that of furnishing its members with electric power and energy on a cooperative nonprofit basis. The cooperative may engage in any activity within the purposes for which cooperative associations may be organized under Wisconsin law and all such activities shall be deemed within its purposes subject to such express limitations as may be imposed pursuant to its bylaws.

Article III Duration

The duration of this cooperative association shall be perpetual

Article IV Non-Stock & Member Classes

This cooperative association is organized without capital stock and there shall be only one class of members with respect to voting rights.

Article V Property Rights and Basis of Distribution In the Event of Dissolution

Upon dissolution, after

- (a) All debts and liabilities of the cooperative shall have been paid, and
- (b) All capital furnished through patronage shall have been retired as provided in the bylaws, the remaining property and assets of the cooperative shall be distributed among the members and former members in the proportion which the outstanding capital credited to each bears to the total outstanding capital credited all members and former members determined immediately prior to the final retirement of patronage capital described above, subject to and in accordance with such classifications of business formulas as may have been employed in allocating patronage capital to such members.

Article VI

Directors and Officers

The business and affairs of the cooperative shall be managed by a board of directors. The number of and qualifications for directors shall be specified in the bylaws. The bylaws may provide that directors be from specified territorial districts.

The principal officers of the cooperative shall be a chairperson, a vice chairperson, a secretary and a treasurer, or such other titles as the bylaws may provide. The bylaws shall also govern the manner of election of the officers, their authority and responsibilities, and the possibility of assistant offices or the combining of offices.

Article VII

Disposition of Property

The Cooperative may not sell, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, lease or other disposition is authorized at a meeting of the members by the affirmative vote of not less than two-thirds (2/3) of all members of the Cooperative and unless notice of such proposed sale, lease or other disposition shall have been contained in the notice of the meeting; provided, however, that the Board of Directors of the Cooperative, without authorization by the members other than this Article, shall have full power and authority to authorize the execution and delivery of any mortgage or other form of security agreement upon, or pledging or encumbering, any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, in whatever form, whether acquired or to be acquired, and wherever situated, as well as the revenues and income from such property, all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Cooperative; and provided, further, that upon authorization of a majority of the members of the Cooperative voting at a meeting of the members, the Board may merge or consolidate with, or sell, lease or otherwise dispose of all or a substantial portion of the Cooperative's property to, another cooperative organized under Wisconsin Statutes Chapter 185 that is primarily engaged in producing or furnishing electric power or energy to its members. The Board of Directors, in its judgment, shall determine what constitutes a substantial portion of the Cooperative's property. The foregoing two-thirds vote requirement in this Article shall not be reduced or repealed except upon the affirmative vote of at least two-thirds (2/3) of all the members of the Cooperative.

Restated Bylaws

of

Jump River
Electric Cooperative, Inc.

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Restated Bylaws of Jump River Electric Cooperative, Inc.

Aims

The aims of the Cooperative are three-fold:

- (a) to make adequate and dependable electric service available to all members and to unserved persons within its service area desiring to become members;
- (b) to render such service without discrimination on a cooperative basis at the lowest cost consistent with sound economy and good management; and
- (c) to fulfill its obligations as a responsible business citizen in furthering the general welfare of the citizens of the community in which it operates.

Article I Membership

Section 1. Requirements for Membership. Any person, firm, association, corporation or body politic or subdivision thereof will become a member of Jump River Electric Cooperative (hereinafter called the "Cooperative") upon receipt of electric service from the Cooperative, provided that he or it has first:

- (a) Made an application for membership in such form as the Board may prescribe;
- (b) Agreed to purchase from the Cooperative electric energy as hereinafter specified;
- (c) Agreed to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the board; and
- (d) Paid the applicable fees hereinafter specified.

Any person who requests service from the Cooperative subject to the conditions applicable to all patrons of the same class of service, upon receipt of such service shall be deemed a member with the same rights and privileges as each other member patron of such class. No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided in these bylaws. Two or more persons may hold a membership as joint tenants with right of survivorship in accordance with the terms of their application and any rules of the board of directors applicable thereto. The provisions of Section 3(c) (1), (2), (3), (4), (5), (6), and (7) of this Article shall apply to a joint membership where the holders thereof are not husband and wife.

Section 2. Intentionally blank.

Section 3. Joint Membership.

- (a) Any application for membership in the Cooperative received from any person who is married shall be deemed and become an application for membership by husband and wife as joint tenant members with right of survivorship unless the person making such application designates in writing.
- (b) With respect to memberships issued prior to October 8, 1971, the membership of any persons who were married, or who thereafter while a member became married, shall be deemed to have become, and did become at such time, a membership in husband and wife as joint tenant members with right of survivorship without further action by such member, unless within 30 days after October 8, 1971, or 30 days after date of marriage, whichever date is later, the person to whom such membership was issued otherwise has designated in writing.
- (c) The term “member” as used in these bylaws shall be deemed to include a husband and wife or other persons who hold a joint tenancy membership, and any provisions relating to the rights, and liabilities of membership, including without limitation the following, shall apply to such member:
 - (1) 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.
 - (2) The vote of either separately or both jointly shall constitute one joint vote;
 - (3) A waiver of notice signed by either or both shall constitute a joint waiver;
 - (4) Notice to either shall constitute notice to both;
 - (5) Expulsion of either shall terminate the joint membership;
 - (6) Withdrawal of either shall terminate the joint membership;
 - (7) Either but not both may be elected or appointed as an officer or board member, provided that both meet the qualifications for such office.
- (d) The records of the Cooperative shall show all single or joint memberships and the names of all persons holding such membership.
- (e) Upon the death of either spouse, or other person, who is the party to a joint membership, such membership shall be held solely by the survivor and the records of the Cooperative shall be changed to show membership solely in that survivor; provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

Section 4. Applicable Fees. Extension of service shall be conditioned on the member completing the application process described in Section 1, above, and making any meter or guarantee deposit or paying any connection fee which may

be required by policy, rule or regulations of general application applicable to the class of service requested.

Section 5. Conversion of Membership. By a written request signed by all persons having an interest therein, a membership in the name of one person or a joint membership may be converted to a membership of the other type. Such written request shall contain the agreement by all persons having an interest in a membership involved, to comply with the articles of the incorporation, bylaws and rules and regulations adopted by the board.

Section 6. Purchase of Electric Energy. Each applicant for membership shall as soon as electric energy shall be available, purchase from the Cooperative all electric energy purchased for use on the premises specified in the application for membership, and shall pay for such energy at rates which shall from time to time be fixed by the Board. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with the Cooperative facilities, shall be subject to appropriate safety and other regulations as shall be fixed from time to time by the Cooperative. 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 by 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 7. Non-Liability for Debts of the Cooperative. The private property of the members of the Cooperative shall be exempt from execution for the debts of the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

Section 8. Termination of Membership.

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

- service area or otherwise ceased to purchase energy from the Cooperative, may be cancelled pursuant to procedures established by the Board. The voting rights of a member who requests temporary disconnection of service, shall be suspended during the period service is not received.
- (b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate, and the membership certificate of such member shall be cancelled forthwith. Termination of membership in any manner shall not release a member or his estate from any debts due the Cooperative.
 - (c) Upon the legal separation or divorce of the holders of a joint membership, such membership shall continue to be held solely by the one who continues to occupy or use the premises covered by such membership, in the same manner and to the same effect as though such membership had never been joint, provided that except for the membership fee, this provision shall not affect the ownership of funds held by the Cooperative in the names of the joint owners, and further provided, that neither joint owner shall be released from debts due the Cooperative arising from the joint ownership.
 - (d) In case of withdrawal or termination of membership in any manner, the Cooperative may repay to the member the amount of the membership fee paid by him, provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative.

Section 9. Property Interest of Members. Upon dissolution after

- (a) all debts and liabilities of the Cooperative shall have been paid, and
- (b) all capital furnished through patronage shall have been retired as provided in the bylaws, the remaining property and assets of the Cooperative shall be distributed among those persons who are members at the time of dissolution or had been members during the ten calendar years next preceding the date of the filing of the certificate of dissolution, in the proportion that the aggregate patronage of each bears to the total patronage of all members during such ten preceding calendar years, subject to and in accordance with such classification of business formula as may have been employed in allocating patronage capital to such members during the ten year period.

Article II

Service Principles

Section 1. Area Coverage Service. The Cooperative holds itself out to serve and shall make diligent efforts to extend and render adequate and dependable service to all unserved persons within the cooperative service area, regardless of the size or nature of their service requirements, who (a) desire such service and (b) meet all reasonable requirements established by the Cooperative as a condition of service.

Section 2. Service Area Maps. The Cooperative shall from time to time prepare and maintain on file area coverage service maps designating the Cooperative service area within which it holds itself out to extend and render service under (1) of this article.

Section 3. Extension and Service Rules. Extension and service rules of the Cooperative from time to time promulgated by the Board shall be of general and uniform application and shall provide for service without discrimination to all patrons as members within the same classification of service.

Section 4. Service to Non-Member Patrons. In the event the Cooperative shall acquire all or any portion of the property of any public utility former consumers of such public utility served through the property acquired shall be invited to become members of the Cooperative. Should any such consumer refuse to become a member of the Cooperative then the Cooperative may continue to render electric service to such consumer as a patron of the Cooperative, provided; however, that the Cooperative may not render service to non-members in excess of ten percentum of the total patrons served by the Cooperative.

Section 5. Assumption of Public Utility Obligations. Within the corporate limits of any city or village in which the Cooperative may acquire the property of any public utility the board of directors by rule, or agreement with the governing board of such municipality, may cause the Cooperative to become subject therein to all or part of the regulatory rules and jurisdiction of the Public Service Commission of Wisconsin, or other regulatory agency provided by law, provided that this shall not affect the status of the Cooperative in the balance of its service area nor require approval of its securities issued to the United States of America or to any financing institution organized by rural electric cooperatives or approved by the administrator of the Rural Utilities Service or any other official or agency that succeeds to its responsibilities.

Article III

Meetings of Members

Section 1. Annual Meeting. The annual meeting of the members shall be held not later than October in each year at such time and place within the County of Rusk, State of Wisconsin, as shall be selected by the Board of Directors, which date, time and place shall be specified in the notice of the annual meeting. If the election of directors shall not be held at any such annual meeting or at 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 conveniently may be. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative. When, in the Board's judgment, it is not safe or feasible to hold a meeting of the members in person, to the extent permitted by law the Board may provide for the annual meeting to be conducted through electronic means. Even when an in-person meeting is held, in its discretion the Board may allow members who choose to do so to participate through electronic means, to the extent permitted by law.

Section 2. Meeting Rules and Member Resolutions. Not less than 45 days before the annual meeting, the board of directors shall appoint a Rules & Resolutions Committee to adopt rules and procedures for conducting the annual meeting and to review resolutions to be presented to the annual meeting. The Committee shall consist of not less than 5 members, which shall not include any continuing director or candidate for director. Any member wishing to present a resolution to the annual meeting shall submit the proposed resolution to the Cooperative so that it is received at least 60 days prior to the annual meeting, to permit the Committee to consider the resolution, to determine whether additional information should be presented to the membership to ensure a full airing of the issue and an informed decision, and to make a recommendation to the membership concerning disposition of the resolution. The members shall be notified of the deadline for submitting member resolutions through the Wisconsin Energy Cooperative News, another newsletter of the Cooperative or other means similarly effective in notifying the membership at least 90 days before the meeting.

Section 3. Special Meetings. Special meetings of the members may be called by the Chairperson or by a two-thirds (2/3) vote of the Board of Directors or upon a written request signed by at least twenty percent (20%) 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 may be held at any place within the area served by the Cooperative as designated by the board and shall be specified in the notice of the special meeting. Any meeting of the members called for the purpose of considering a proposed sale, lease or other disposition of all or any substantial portion of the Cooperative's property, or for the purpose of altering, amending, or repealing any provision of these Bylaws relating to the sale, lease, or other disposition of all or any substantial portion of the Cooperative's property, shall be held not less than sixty (60) days nor more than ninety (90) days after the Chairperson or Board determines to call the meeting. The determination of whether or not the property concerned constitutes a "substantial portion" of the Cooperative's property shall be made by the Board of Directors.

Section 4. Notice of Members' Meetings. Written or printed notice stating the place, day and hour, and in the case of a special member meeting the purposes for which the meeting is called, shall be delivered not less than seven (7) days nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, the notice is given when it is deposited or a newsletter or other publication of the Cooperative or of an affiliated organization which includes the notice, is deposited, in the United State mail, with postage prepaid thereon, addressed to such person at the address as it appears on the records of the Cooperative. In case of joint memberships, notice given to either joint tenant member shall be deemed notice to both members. The failure of any member to receive notice of an annual or special meeting of the member shall not invalidate any action which may be taken by the members at such meeting.

Section 5. Quorum. The number of members to constitute a quorum at a meeting of members shall be fifty (50). In case of a joint membership, the presence at a meeting by either joint member shall be regarded as the presence of one member. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting, provided a new notice is mailed to each member specifying the time and place of the adjourned meeting. To the extent permitted by law, where the Board of Directors has allowed participation through electronic means, members who participate in that manner shall be counted toward the quorum. Similarly, to the extent permitted by law and permitted by the Board, absentee ballots and electronic votes cast on any matter shall be counted toward the quorum for purposes of action on the subjects of those ballots.

Section 6. Voting. Each member shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members, except that voting rights may be temporarily suspended as provided in Article I, Section 8(a). At all meetings of the members at which a quorum is present, all questions shall be decided by a vote of a majority of the members voting thereon at such meeting except as otherwise provided by law, the articles of incorporation of the Cooperative or these Bylaws. Two or more persons holding a joint membership shall jointly 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 cooperative, corporation, government body, church or voluntary association may, acting through its governing body, designate in writing, its representative to act for it at membership meetings. Such written designation shall be filed with the Secretary before such representative votes at any such meeting, except that the chairman of any such corporation, association, board or body politic may cast its vote at such meeting if no such written designation for any other representative is so filed. Such representative or officer may also vote as an individual if he is a member. A guardian of any member may vote on behalf of such member.

Section 7. Voting By Signed Ballot or Electronically. Except as otherwise provided by law, the articles of incorporation of the Cooperative or these Bylaws, voting for matters considered at a meeting of the members shall be conducted as follows:

- (a) The Board of Directors, in its discretion, may make absentee ballots available upon member request for election of directors or for other matters to be presented at any meeting of the members. If the Cooperative makes absentee ballots available for a vote on a motion, the Cooperative shall provide to any requesting member, along with the ballot, exact copies of the motion and any resolution to which it pertains. If an absentee ballot is duly submitted by a member on a motion under this paragraph, the ballot will be deemed void if the motion or resolution is subsequently amended and such ballot may not be counted on any motion to amend or adopt as amended the motion or resolution.

- (b) The Board of Directors, in its discretion, may provide mail-in ballots for election of directors or for other matters to be presented at any meeting of the members to all members entitled to vote thereon. If the Cooperative provides mail-in ballots for a motion, the Cooperative shall include, along with the ballot, exact copies of the motion and any resolution to which it pertains with the notice of the meeting at which the vote will be taken. If a mail-in ballot has been duly submitted on a motion under this paragraph, neither the motion nor any resolution to which it pertains may be amended.
- (c) A sealed envelope bearing the signature of the member and enclosing a marked but unsigned ballot shall constitute a signed absentee or mail-in ballot for purposes of this section. Absentee and mail-in ballots shall be mailed or delivered to the Cooperative office so as to be received at the office on or before the day before the membership meeting.
- (d) Where mail-in ballots are permitted, the Board of Directors may similarly permit electronic voting, provided the Board has first adopted authentication procedures to govern such voting that in the Board's judgment will reasonably ensure that it is the member who is casting the vote and provided the vote is received in the manner, and by the deadline, specified by the Cooperative in the notice of the membership meeting.
- (e) A member may not withdraw an absentee ballot, mail-in ballot, or an electronic vote he, she or it has duly submitted under this Section. A member may not substitute an in-person ballot for an absentee ballot, mail-in ballot, or electronic vote that he, she or it has duly submitted under this Section.

When, in the Board's judgment, it is not safe or feasible to hold a meeting of the members in person, to the extent permitted by law the Board may limit voting on election of directors and on any other matter to mail-in ballots and electronic voting in accordance with this Section.

Section 8. Order of Business. The order of business at the annual meeting of the members, and so far as possible, at all other meetings of the members, shall be essentially as set forth in the notice of the meeting and shall include the following:

- a. Report on registration and declaration of whether a quorum is present.
- b. Reading of the notice of the meetings and proof of the due publication or mailing thereof, or the waiver of notice of the meeting, as the case may be.
- c. Taking action on unapproved minutes of previous meetings of members that have been distributed to the members.
- d. Presentation and consideration of, and if called for acting upon, reports of officers, directors, and committees.
- e. Election of directors.
- f. Unfinished business.
- g. New business.
- h. Adjournments.

The order of business may be changed by a two-thirds (2/3) vote of the members in attendance and voting at any such meeting. Unless the members by a two-thirds (2/3) vote of those in attendance and voting determine otherwise, the latest edition of Roberts Rules of Order shall govern all other procedural questions not covered by the meeting rules and procedures adopted by the Rules & Resolution Committee.

Article IV

Directors

Section 1. General Powers. All powers of the Cooperative shall be exercised by or under authority of, and the business and affairs of the Cooperative shall be managed under the direction of, the board of directors, except as otherwise provided by law, the articles of incorporation, or these bylaws. There shall be nine (9) directors.

Powers of the board of directions (without limitation because of designation) shall include the determination and fixing of classifications of business, rates to be charged by the Cooperative for services furnished, the promulgation and enforcement of rules and regulations governing service to patrons, and the selection or nomination of directors, delegates or other representatives of the Cooperative at meetings of organizations of which the Cooperative may be a member, including the power to remove such director, delegate or representative.

Section 2. Director Districts. The territory served by the Cooperative shall be divided into a number of districts equal to the number of directors. Each district to the extent practicable shall be composed of contiguous government survey townships and shall contain approximately the same number of members as each other district. The lines of such district shall initially be established and may from time to time be changed by the board of directors but shall be subject to revision by the members at any membership meeting. Each district shall be represented by one director who must be a resident of such district. Directors shall be nominated and elected for the terms and in the manner provided in Section 3, 4 and 5 following.

Section 3. Tenure and Qualifications.

- (a) Directors shall be elected by the members at the annual meeting for three year terms on a staggered basis so that no more than three of such terms shall expire at each annual meeting. Directors shall serve no more than five consecutive full three-year terms. Partial terms do not count against the term limit. When a director reaches the term limit, she/he cannot return to the Board of Directors until one full three-year term has passed. A full term shall be measured from the annual meeting at which the director is elected to the third annual meeting that follows, regardless of the dates the respective meetings are held. Accordingly, a partial term is not created because the annual meeting in the year the term expires is held earlier in the year than the annual meeting at which the director was previously elected.

- (b) Qualifications: No member shall be eligible to become or remain a director or hold any position of trust in the Cooperative, who
- (1) is not an active member of the Cooperative whose principal residence is in of the district and is served by the Cooperative; or
 - (2) is in any way employed by or financially interested in a competing enterprise, or a business selling electric energy, supplies or services to the Cooperative, provided that nothing in this section contained shall preclude any member from serving as a director or from holding any position of trust in the Cooperative because such member is also a member or director of any other cooperative from which this Cooperative purchases or may purchase electric energy, supplies, or services; or
 - (3) is a close relative of a full time employee as defined in Section 7 of this Article; or
 - (4) has been employed by the Cooperative or an entity controlled by the Cooperative at anytime in the three years preceding election or appointment as a director; or
 - (5) while a director or at anytime preceding election or appointment as a director was convicted of any felony or of any other offense involving a breach of trust; or
 - (6) while a director or during the five years preceding election or appointment as a director has pursued any litigation or claim against the Cooperative or any of its employees or directors; or
 - (7) while a director or at anytime preceding election or appointment as a director has been subject to Section 12. Removal of Board Member by Members, and has been removed by vote of the membership, or petition validation was completed and has resigned before the petition was voted on by the membership; or
 - (8) while a director or during the 18 months preceding election or appointment as a director, has been notified by the Cooperative (i) that he or she is delinquent in whole or in part on his or her power bill or on any obligation to the Cooperative and (ii) that he or she is subject to disconnection of service for non-payment or for any other cause.
 - (9) When a membership is held jointly, one of the joint tenants, but not more than one, may be elected a director, provided, however, that such person shall not be eligible to become or remain a director or hold a position of trust in the Cooperative unless both joint tenants shall meet the qualifications hereinabove set forth. When a membership is held by a partnership, one, but not more than one, of the partners designated in writing by the partnership may be elected a director; provided, however, that none of the partners shall be eligible to become or remain a director or hold a position of trust in the Cooperative unless the candidate shall meet the qualifications set forth in (b)

(1) - (8), above, and unless all partners shall meet the qualifications set forth in (b) (2) - (8), above. When a membership is held by a corporation, one, but not more than one, of the officers thereof designated in writing by the corporation may be elected a director provided, however, that none of the officers shall be eligible to become or remain a director or hold a position of trust in the Cooperative unless the candidate shall meet the qualifications set forth in (b) (1) - (8), above, and unless all of the officers shall meet the qualifications set forth in (b) (2) - (8), above.

(c) Disqualification.

- (1) At a meeting of the membership, other than at a district meeting, upon establishment of the fact that a nominee for director lacks eligibility under this section it shall be the duty of the chairperson presiding at the meeting at which such nominee would otherwise be voted upon to disqualify such nominee.
- (2) Except as provided in subs. (1), above, upon the establishment of the fact that any person being considered for, or already holding a position of director, may lack eligibility to become or remain a director, it shall be the duty of the directors, upon reasonable notice to the person whose eligibility is in question, to hold a hearing on such matters.

The directors shall find and determine whether such person is ineligible to become a director, or if already a director, is ineligible to remain a director under the qualifications provided in these bylaws. In making such determination, if the person whose eligibility is being considered is a director, that person may not vote. If the remaining directors determine by a majority vote that the person, if a candidate, is ineligible to become a director, then such person's name shall be withdrawn as a candidate for director. If the person is already a director, then that person shall be ineligible to remain a director, and his or her office as a director shall forthwith become vacant. The remaining directors shall appoint a successor until the next membership meeting.

Section 4. Nomination of Directors. Any 15 or more members of the district from which a director is to be elected at the succeeding annual meeting may make nominations in writing over their signatures, not less than 60 days prior to the annual meeting. In the event no nominations are submitted for any district by that date, the Board of Directors shall appoint a Nominating Committee which shall exercise reasonable efforts to nominate two or more qualified candidates for director from that district.

Section 5. Election of Directors. In the event during a director election there is only one candidate for any director position(s), the election for the uncontested director position(s) may be conducted at the annual meeting by unanimous consent, voice vote, or similar means, at the discretion of the Board of Directors, without the need for the Cooperative to provide, or for the members to cast, mail-in, absentee, electronic, or in-person ballots. For each contested election, there shall be included with the notice of annual meeting sent to each member a ballot containing the names of the qualified candidates nominated by petition or by the Nominating Committee and each member of the Cooperative shall be eligible to vote for one candidate from each district from which a director is to be elected, either by voting in person at the meeting, by submitting a mail-in ballot, by submitting an absentee ballot, or by electronic vote when permitted, as provided in Article III, Section 7, above. The candidate from each district receiving the highest number of votes shall be deemed elected. In the event of a tie, the tie shall be broken by the toss of a coin, which shall be conducted by a non-candidate.

Section 6. Vacancies. Subject to the provisions of these bylaws with respect to the removal of directors, vacancies occurring in the Board of Directors shall be filled by a majority vote of the remaining directors and directors thus elected shall serve for the unexpired portion of the term or until their successors shall have been elected and shall have qualified.

Section 7. Compensation. Board members shall not receive any salary for their services as such, but by resolution of the board a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences and training programs, or performance of committee assignments or other services when authorized by the board, along with reasonable expenses actually and necessarily incurred, may be allowed; however, the total shall not exceed \$14,000 for any director, per fiscal year (including per diems, meals, lodging, mileage and other reimbursements). The directors will be responsible for prioritizing their activities to stay within this fixed limit. A director may decline any per diem or expense reimbursement.

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.

The term "close relative," as used herein, applies to the following: son, daughter, mother, father, sister, brother, spouse, stepfather, stepmother, half-sister and half-brother.

Section 8. Policies, Rules and Regulations. The board shall have power to make and adopt such policies, rules and regulations, not inconsistent with law, the articles of incorporation or these bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative. Such policies, rules

and regulations shall be binding upon all members provided that copies of the policies, rules, and regulations are available to members upon request and provided, further, that members receive notice of the substance of any changes adopted after October 13, 2006. For purposes of this section, notice shall be deemed sufficient if it is mailed to the member at the member's address as it appears on the records of the Cooperative, postage duly prepaid, or if it is published in a newsletter sent by the Cooperative to its members, is published in the *Wisconsin Energy Cooperative News*, or in another newspaper circulated in the service area of the Cooperative.

Section 9. Accounting System and Reports. The Board of Directors shall cause to be established and maintained a complete accounting system which, among other things, subject to applicable laws and rules and regulations of any regulatory body, shall conform to generally accepted accounting principles and to such other accounting requirements as may from time to time be designated by the Administrator of the Rural Utilities Service of the United States of America, or any other officer or agency that succeeds to its responsibilities. Financial records of the Cooperative shall be examined by a committee of the Board of Directors which shall render reports to the Board of Directors as regular meetings thereof. The Board of Directors shall also after the close of each fiscal year cause to be made a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year. A report shall be submitted to the members at the following annual meeting.

Section 10. Change in Rates. Written notice of any change in the rates charged by the Cooperative for electric energy shall be given to the Administrator of the Rural Utilities Service of the United States of America, or any other officer or agency that succeeds to its responsibilities, to the extent required by applicable law or contract. This requirement shall not apply to any automatic fuel clause or purchased power cost adjustment.

Section 11. Executive Committee. The elected officers of the board of directors shall constitute the Executive Committee, authorized to act for the board during the interim between board meetings. The Executive Committee may exercise all the power of the Board except:

- (a) Powers reserved by the Board to itself;
- (b) Apportionment and distribution of proceeds;
- (c) Election of officers; or
- (d) Filling of vacancies in the Board.

Section 12. Removal of Board Member by Members. Any member(s) may bring charges against a board member(s) and, by filing with the Secretary such charges in writing together with a petition signed by at least ten percent (10%) of the members, may request the removal of such board member(s) by reason thereof. Upon receipt of such petition it shall be the duty of the Chairperson or the board of directors to:

- a. Validate petitions within 30 calendar days. A representative of the members bringing the charges against the director(s) shall be allowed to witness this validation during regular business hours. Validation of said petitions shall be to verify the member's name and address and positive current member status.
- b. Call a Petition for Removal of Director(s) Meeting within 30 days of validation and give 15 calendar days notice to the membership of such meeting.
- c. In the event that there is a conflict of interest created by naming the Chairperson or the Secretary in the petition for removal, the highest in rank of the executive committee of the board shall be responsible for said duties. In the event that there are no other unnamed parties of the executive committee, the CEO shall be responsible.

Such board member(s) 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 Petition for Removal of Director(s) meeting shall be held in Rusk County and one representative from each party shall have up to 30 minutes to present their evidence. The question of the removal of such board member(s) shall be considered and voted upon at the Petition for Removal meeting of the members and any vacancy(s) created by such removal shall be filled by vote of the members at same such meeting without compliance with the foregoing provisions with respect to nominations.

Article V

Meeting of Directors

Section 1. Regular Meetings. The regular annual meeting of the board of directors for the election of officers shall be held immediately after and at the same place as the annual meeting of members or at the time and place of the next regularly scheduled monthly board meeting. A regular meeting of the board of directors shall also be held monthly at such time and place in Rusk County, Wisconsin, or convenient to the area served by the Cooperative, as the board of directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

Section 2. Special Meetings. Special meeting of the board of directors may be called by the Chairperson 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 3. Notice. Notice of the time, place and purpose of any special meeting of the board of directors shall be given at least three (3) days previous thereto, by written notice, delivered personally or mailed to each director at his last known

address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in case 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 4. 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 are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5. 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 6. Conduct of Meetings. All meetings of the board of directors shall be conducted in a professional manner, with decorum, and with respect shown by and towards all who participate, whether they are members, directors, employees, consultants or guests. Any person acting in a manner inconsistent with those principles may be directed by the presiding officer to leave the meeting, however, in the event it is a director whose conduct prompts such removal he or she may only be removed from a meeting upon the affirmative vote of not less than two-thirds (2/3) of the remaining directors.

Section 7. Board Transparency, Integrity and Accountability. Cooperative business shall not be discussed amongst the Board of Directors outside of a meeting of the Board. A walking quorum or a majority quorum are not allowed to discuss business related to the Cooperative. All regular meetings of the Board shall start with an open comment session where members shall be allowed 10 minutes to address the Board without prior Board approval. Consideration for space restraints will be considered. Agendas of all annual, regular and special meetings shall be posted 72 hours in advance on the Cooperative's website. Minutes shall be kept of all annual, regular, special and committee meetings. Minutes and individual director's expenses shall be posted on the Cooperative's website for a minimum of one year and available to the members at the Ladysmith Headquarters Office immediately upon request. A director who attends any meetings, trainings, conferences, workshops or sessions that require a registration fee, per diem, or expense reimbursement shall provide a summary in writing and be reported to the Board during open session, and included in the monthly Board minutes. All bills of the Cooperative (including legal bills) shall be sent to the Cooperative and kept on file, reviewed by the CEO and Board of Directors, and open for inspection of record.

Article VI Officers

Section 1. Number. The officers of the Cooperative shall be a Chairperson, Vice Chairperson, Secretary and Treasurer. 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 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 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 duly elected and shall have qualified, subject to the provisions of these Bylaws with respect to the removal of officers.

Section 3. Removal of Officers and Agents by the Board. 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.

Section 4. Vacancies. Except as otherwise provided in these bylaws, a vacancy in any office may be filled by the board of directors for the unexpired portion of the term.

Section 5. Chairperson. The Chairperson shall:

- (a) be the principal executive officer of the Cooperative and, unless otherwise determined by the members or the board, shall preside at all meetings of the members and the board;
- (b) sign, with the Secretary, any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board or by 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 Chairperson and such other duties as may be prescribed by the board from time to time.

Section 6. Vice Chairperson. In the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson shall also perform such other duties as from time to time may be prescribed by the board.

Section 7. Secretary. The Secretary shall be responsible for the following, but the actual execution of the duties and functions may be delegated to employees of the Cooperative under the direction of the CEO:

- (a) keeping the minutes of the meetings of the members and of the board in books provided for that purpose;
- (b) seeing that all notices are duly given in accordance with these bylaws or as required by law;
- (c) the safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all 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 names and post office addresses of all members.

Section 8. Treasurer. The Treasurer shall be responsible for the following, but the actual execution of the duties and functions may be delegated to employees of the Cooperative under the direction of the CEO:

- (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 duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the board.

Section 9. CEO. The board of directors may appoint a CEO who may be, but who shall not be required to be, a member of the Cooperative. The CEO shall perform such duties as the board of directors may from time to time require of him and shall have such authority as the board of directors may from time to time vest in him. The CEO, along with the Cooperative's management, however, shall have sole authority to hire/fire employees and oversee the conduct/activity of employees. The board of directors, including the Chairperson, shall have no voice (either personally or by proxy) regarding hiring/firing or employee conduct/activities. The directors shall refrain from any discussion with or directives to the CEO about these issues, nor shall the directors have access to any electronic monitoring of employees.

Section 10. Bonds of Officers. The board of directors shall require the Treasurer or any other officer of the Cooperative charged with the responsibility for the custody of any of its funds or property, to give bond in such sum and with such surety as the board of directors shall determine. The board of directors in its discretion may also require any other officers, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine.

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 and showing the condition of the Cooperative at the close of such fiscal year.

Article VII

Contracts, Checks and Deposits

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 such instrument in the name and on behalf of the Cooperative and such authority may be general or confined to specific instances.

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

Section 3. Deposits and Investments. All funds except petty cash of the Cooperative shall be deposited or invested from time to time to the credit of the Cooperative in such bank or banks or in such financial securities or institutions as the board may select. Nothing herein shall be deemed to prohibit the board from extending loans to members for proper purposes in the interest of the Cooperative.

Article VIII

Non-Profit Operations

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

Section 2. Patronage Capital in Connection With Furnishing Electric Energy. In the furnishing of electric energy, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a nonprofit basis, the Cooperative is obligated to account on a patronage basis to all its patrons within a particular business classification for all amounts received and receivable from the furnishing of electric energy to patrons within such classification in excess of operating costs and expenses properly chargeable against the furnishing of electric energy to patrons within such classification. Subject to the provisions hereof relating to adjustments between and among classes of business, 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 patrons as capital. Subject to the provisions hereof relating to adjustments between and among classes of business, the Cooperative is obligated to pay as credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be 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 class of business and 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 of capital.

All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be apportioned among the various classes of business on a total patronage basis and shall 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 within such business classifications on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of patrons, as herein provided.

Section 3. Unallocated Reserves. Notwithstanding anything to the contrary in this Article, the Board of Directors, in its discretion, may in any year credit to unallocated surplus or reserves of the Cooperative a portion of the net proceeds not exceeding the amount of margins from any subsidiaries of the Cooperative and other non-operating margins, but not including patronage capital from the Cooperative's wholesale power supplier or cooperative lenders.

Section 4. Classification of Business. With respect to the furnishing of electric energy, and the allocation of capital credits in connection therewith, the board may classify the business done by the Cooperative with all of its patrons into classes of business and patronage. Such classifications shall be based on factors relating to the cost of rendering service and the rates lawfully chargeable in connection therewith in accordance with reasonable accounting, engineering and utility standards and practice. The board may apply to such classes of business formulas designed to equitably determine for each class so established any amounts paid by patrons within such class in excess of the costs of service for such class. In developing such formulas, and in determining the respective amounts of capital so furnished by all patrons within such classes, the board shall give regard to the level of capital contributed by each such class of business during the current or any prior fiscal year so as to equitably adjust the aggregate capital accounts between and among classes of business. If the receipts from every class of business in any year exceed the costs and expenses allocable and chargeable thereto, then the excess of receipts over expenses for each class of business shall be allocable to each such class as capital credits and to patrons within each such class on a dollar patronage basis. If, however, the costs and expenses chargeable or allocable against any one or more classes of business exceed the receipts from all patrons within such class or classes of business, then such deficit shall be charged against patronage margins otherwise assignable to any remaining class or classes of business, on a dollar volume patronage business, so that in no year shall there be credited to patrons as patronage capital an amount greater than the excess of receipts from all patrons over the costs

and expenses of doing business with all patrons. All patronage margins contributed by patrons within a given class of business shall be assigned to such patrons on a dollar volume basis of patronage, but no patronage capital shall be deemed to have been contributed by, or shall be allocated to, any patron within any class of business, if the receipts from all patrons within such class do not exceed the costs and expenses chargeable or allocable to such class. In the event patronage from any patrons falls into two or more classes of business, capital credits assigned to such patron shall be the net amount of the capital credits determined after debiting and crediting from all such classes of business.

Section 5. Retirement of Patronage Capital. If, at any time prior to dissolution or liquidation, the board of directors shall determine that the financial conditions of the Cooperative shall be not be impaired thereby the capital then credited to patrons' accounts may be retired in full or in part. The board of directors shall determine under rules of general application the method, basis, priority and order of retirement, if any, for all amounts heretofore and hereafter furnished as capital.

Section 6. Assignment of Patronage Capital. Except as provided in Sections 9 and 10 hereof, capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise.

Section 7. Prior Retirement To Estates of Deceased Patrons. Notwithstanding any other provision 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 credits 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 credits 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. The Board is authorized, but not required to provide for prior retirements to surviving joint tenancy patrons and to heirs of deceased patrons on the same basis as retirements hereunder may be made to estates of deceased patrons.

Section 8. Security Interest in Patronage Capital. The Cooperative shall have a continuing security interest in the patronage capital allocated and credited to any patron for any indebtedness due and owing from such patron to the Cooperative. The patron shall execute such documents as the Cooperative may request to create and perfect this security interest. The rights of the Cooperative under the security interest hereby granted may be exercised in the event of the default in payment by the patron of the patron's obligations, or in the event of the bankruptcy of the patron, and such indebtedness of the patron shall be subtracted

from the capital allocated and credited to the patron in any retirement thereof made hereunder to said patron or to his estate, heirs, or surviving joint member.

Section 9. Assignment To Federated Youth Foundation, Inc. Any patron may assign all or any portion of the patronage capital now or hereafter expected to be credited to him pursuant to this Article VIII to Federated Youth Foundation, Inc., a charitable tax exempt trust, effective as of the date of assignment subject to the Cooperative's prior lien for unpaid charges under Section 8 of this article.

Section 10. Forfeiture of Unclaimed Funds.

- (a) The Cooperative shall effect the forfeiture of all unclaimed funds, including all forms of distributions or capital credits, membership fees, deposits, and dividends, and shall do the following in connection therewith:
 - (1) No earlier than three years and no later than five years after the funds are first made available to the owners, the board of directors shall declare the funds forfeited to the Cooperative unless claimed by a specified date.
 - (2) After the declaration of forfeiture, the Cooperative shall give notice that states that the funds shall be forfeited if not claimed by the specified date, which date shall be a business day at least 60 days after the mailing of the notice.
 - (3) The notice under paragraph (2) shall be mailed to the last known address of each owner and shall be published on or before the date of mailing in a newspaper published in the municipality containing the service area of the Cooperative.
 - (4) The Cooperative shall dedicate any funds remaining unclaimed after the date specified in paragraph (2) to educational purposes, limited to providing scholarships or loans to students, or to charitable purposes, as the board of directors determines, within one year after the date the funds are declared forfeited under paragraph (1). Educational purposes shall not include political purposes as defined in Section 11.01(16), Wisconsin Statutes.
- (b) At any time subsequent to a forfeiture under this bylaw, the owner of forfeited funds may submit a claim to the board of directors and if the board determines that the person owned the funds at the time of the forfeiture, it shall refund the funds to the person.
- (c) The board of directors may establish a reasonable reserve for payment of claims, which reserve shall be credited to patrons in accordance with the ratio which their patronage bears to total patronage. This reserve shall be reimbursed for claims charged thereto, out of funds subsequently declared forfeited.

Section 11. Subscriptions to *Wisconsin Energy Cooperative News*. The Cooperative, through action of its board of directors, is authorized in the name and on behalf of each member of the Cooperative to subscribe for the *Wisconsin Energy Cooperative News*. The expense of such subscription for all members

shall be such amount per month as shall be from time to time determined by the board, and shall be charged to the aggregate of capital deposited by members under Section 2 of this Article for electric service in the same manner as are charged other appropriate expenses of the Cooperative.

Section 12. Contractual Obligations. The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as through each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the Bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office.

Article IX

Waiver of Notice and Action Without Meeting

Section 1. Waiver of Notice. Any member or director may waive, in writing, any notice of meetings required to be given by these Bylaws. In case of a joint membership, a waiver of notice signed by one joint tenant shall be deemed a waiver of notice of such meeting by all joint members.

Section 2. Action Without Meeting. Any action which may be taken at a meeting may be taken without a meeting if a writing setting forth and approving the action taken shall be signed by all of the Cooperative members, directors or executive committee members entitled to vote on such action. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Article X

Disposition of Property

The Cooperative may not sell, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, lease or other disposition is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds (2/3) 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; provided, however, that notwithstanding anything herein contained, the board of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom, all upon such terms and conditions as the Board shall determine to secure any indebtedness of the Cooperative; provided further that the board may, upon authorization of a majority of those members of the Cooperative present

at a meeting of the members thereof, sell, lease, or otherwise dispose of all or a substantial portion of its property to or merge or consolidate with another Cooperative or foreign corporation doing business in this State pursuant to Chapter 185, Wisconsin Statutes, and further provided such other cooperative or corporation is primarily engaged in producing or furnishing electric power or energy to its members.

Article XI Fiscal Year

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

Article XII 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, Wisconsin".

Article XIII Membership and Director Representation In Other Organizations

Section 1. Membership. The Cooperative shall not become a member of any other organization without a two-thirds (2/3) vote of the board of directors or an affirmative vote of the members at a meeting called as provided in these Bylaws and the notice of said meeting shall specify that action is to be taken up upon such proposed membership as an item of business.

Section 2. Board Representation. No person shall be nominated, elected or continue to serve as a director on the board of directors of any other cooperative association or corporation of which this Cooperative is a member as the representative of this Cooperative unless such person is also a director or the CEO of this Cooperative; provided however, that this provision shall not apply to the nomination, election or continuance as a director of such other cooperative of any person who is serving as a director representing this Cooperative on the board of directors of another Cooperative at the time of the adoption of this section.

Article XIV Indemnification of Officers, Directors and Employees

To the extent permitted by law, the Cooperative shall indemnify an individual against liability and expenses incurred in any proceeding in which the individual was joined as a party because of his or her service at anytime as an officer or director of this Cooperative, and shall indemnify employees to the same extent permitted for officers and directors. Entitlement to indemnification shall be determined by majority vote of the disinterested directors. If a quorum cannot be

obtained, then the determination shall be made by majority vote of a committee duly appointed by the Board of Directors or by independent legal counsel selected by the Board. The Board may refer the matter to the members for their determination by majority vote at a meeting of the disinterested members duly called and held. The Board in its discretion may advance the expenses incurred by the officer, director or employee prior to final resolution of the matter. The Cooperative may purchase and maintain insurance covering the risk of such claims, and the scope of such coverage may be broader than the undertaking for indemnification described in this Article.

Article XV Amendments

These bylaws may be altered, amended or repealed by a majority of the members of the Cooperative voting at any annual or special meeting; provided, however, that these bylaws shall not be altered, amended or repealed at any meeting of the members unless notice of the purpose of such alterations, amendments, or repeal shall have been contained in the notice of such meeting; and provided, further, that the two-thirds vote requirement for sale, lease or other disposition of any substantial portion of the Cooperative's property as described in Article X, above, may not be altered, amended or repealed except upon the affirmative vote of at least two-thirds (2/3) of all the members of the Cooperative.

Article XVI Gender

In these bylaws, the use of the masculine gender includes the feminine gender.

Article XVII. Dispute Resolution.

This section does not apply to matters arising out of the application or interpretation of the Cooperative's governing documents or to matters that qualify for the jurisdiction of small claims court pursuant to the Wisconsin Statutes. Subject to those exclusions, if a controversy or claim arises out of or relates to the Cooperative's provision of services, a member's use of Cooperative services, or the Cooperative's conduct of its operations, the parties shall try to settle the dispute through negotiation. If the dispute is not settled by negotiation and if agreed to by the parties, the parties may try in good faith to settle the dispute through mediation by a neutral third person acceptable to both parties. If the dispute is not settled by negotiation or mediation, at the request of either party, the dispute shall be resolved by binding arbitration by an impartial arbitrator or panel of arbitrators, pursuant to written policies, rules, and/or regulations to be established from time to time by the board of directors. If arbitration is requested, the parties agree to individual arbitration, not collective or class action arbitration, and they agree to abide by and perform any resulting arbitration award(s). The parties shall share equally any arbitrators' fees and administrative fees but shall otherwise bear their own expenses.

Jump River Electric Cooperative, Inc.

