

FORT LOUDOUN ELECTRIC COOPERATIVE

PART 1

1. **NAME.** The name of the corporation is the FORT LOUDOUN ELECTRIC COOPERATIVE.
2. **DESIGNATION.** This corporation is a mutual benefit corporation.
3. **REGISTERED OFFICE AND AGENT.** The street address of the principal and registered office of the corporation in the State of Tennessee is 116 Tellico Port Road, Vonore, Monroe County, Tennessee 37885. It's registered agent at that office is LeRoy Painter.
4. **NONPROFIT.** This corporation is a nonprofit corporation.
5. **MEMBERS.** This corporation will have members whose eligibility, rights and terms of membership are prescribed in the bylaws of the corporation.
6. **PURPOSES.** This corporation is organized for the purposes authorized and prescribed in 65-25-201, et seq., of Tennessee Code Annotated.
7. **POWERS.** This corporation shall possess and may exercise the power granted to Electric Cooperatives in 65-25-201, et seq., of Tennessee Code Annotated, and to Nonprofit Corporations in 48-53-101, et seq., of Tennessee Code Annotated, or any acts mandatory thereof, to the extent that such powers are necessary or convenient to carry out its affairs in furtherance of the purposes of an electric cooperative.
8. **BOARD OF DIRECTORS.** The corporate affairs, business and functions of the corporation shall be conducted by a board of directors (which may be referred to as "Directors") consisting of not less than five (5) directors whose qualifications, terms of office, election, number and the filling of vacancies thereon shall be determined and fixed by the bylaws of the corporation.
9. **BYLAWS.** This corporation shall adopt Bylaws for managing the business and regulating the affairs of the corporation and may contain any provisions not inconsistent with the laws of Tennessee and the Charter of Incorporation.
10. **DISSOLUTION.** The assets of the corporation shall be dedicated to the purposes of the corporation, and the corporation upon dissolution shall be dissolved in accordance with the procedures prescribed in 65-25-220 of Tennessee Code Annotate.
11. **AMENDMENT.** The provisions of this Charter may be amended in accordance with the laws of the State of Tennessee governing nonprofit corporations; provided however, that no provision contained herein shall be changed, modified or repealed in such manner as to be inconsistent with the laws governing electric cooperatives as provided in Chapter 25 of Title 65 of Tennessee Code Annotated.

PART II

1. The original Charter of the Corporation was filed by the Secretary of State on September 15, 1938, and recorded in Corporation Record Book Miscellaneous U, page 80.
2. Amendments to the Charter were filed with the Secretary of State on August 23, 1940, and recorded in Corporation Record Book Miscellaneous X, page 82 and the last Amendment having been filed with the Secretary of State on December 12, 1983.
3. This Restated Charter clarifies and restates certain provisions in original Charter and amended or changes the Charter in order to comply with the Rural Electric and Community Services Cooperative Act and the Tennessee Nonprofit Corporation Act. It was duly approved and recommended for adoption by the Board of Directors of the Corporation at a meeting held in Madisonville, Tennessee, on the 27th day of June, 1991, and duly approved by the membership of the corporation at a meeting the 5th day of October, 1991. This Restated Charter shall supersede the original Charter and all prior amendments and shall become effective upon filing with the Secretary of State of Tennessee.

BYLAWS FOR FORT LOUDOUN ELECTRIC COOPERATIVE
Vonore, Tennessee

Article I
Membership

Section 1.01. Eligibility. Any natural person, firm, association, corporation, cooperative, business trust, partnership, federal, state or local government, or departments, agencies, or any other political subdivision thereof (each hereinafter referred to a “person”, “applicant”, “him”, or “his”) shall be eligible to become a member of, and, at one or more premises, owned or directly occupied or used by him to receive electric service from Fort Loudoun Electric Cooperative (hereinafter called the “Cooperative”).

Section 1.02. Application for Membership, Renewal of Prior Application. Application for membership – wherein the applicant shall agree to purchase electric power and energy from the Cooperative and to be bound by and to comply with all of the other provisions of the Cooperative’s Articles of Incorporation and Bylaws, and all rules, regulations, rate classifications and rate schedules established pursuant thereto, as all the same then exist or may thereafter be adopted or amended (the obligations embraced by such agreement being hereinafter call “membership obligations”) – shall be made in writing on such form as is provided therefore by the Cooperative. With respect to any particular classification of service for which the Board of Directors shall require it, such application shall be accompanied by a supplemental contract, executed by the applicant on such form as is provided therefor by the Cooperative. The membership applications shall be accompanied by the membership fee provided for in Section 1.03 (together with any service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction that may be required by the Cooperative), which fee (and such service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction, if any) shall be refunded in the event the application is not approved. Any former member of the Cooperative shall, by the sole act of paying a new membership fee and any outstanding debt plus accrued interest thereon at the Tennessee legal rate on judgements in effect when such account first became overdue, compounded annually (together with any service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction that may be required by the Cooperative), renew and reactivate any prior application for membership to the same effect as though the application had been newly made on the date of such payment.

Section 1.03. Membership Fee; Service Security and Facilities Extension Deposits; Contribution in Aid of Construction. The membership fee shall be as fixed from time to time by the Board of Directors. The membership fee (together with any service security deposit, or service connection deposit or fee, facilities extension deposit, or contribution in aid of construction, or any combination thereof, if required by the Cooperative) shall entitle the member to one service connection. A service connection deposit or fee, in such amount as shall be prescribed by the Cooperative (together with a service security deposit, a facilities extension deposit or contribution in aid of construction, if required by the Cooperative), shall be paid by the member for each additional service connection requested by him.

Section 1.04. Joint Membership. A husband and wife, unless otherwise specifically requested in writing, shall apply for and be issued a joint membership. The words “member”, “applicant”, “person”, “his”, and “him”, as used by these Bylaws, shall include a husband and wife applying for or holding a joint membership, unless otherwise clearly distinguished in the text; and all provisions relating to the rights, powers, terms, conditions, obligations, responsibilities and liabilities of membership shall apply equally, severally and jointly to them. Without limiting the generality of the foregoing –

- (a) the presence at a meeting of either or both shall constitute the presence of one member and a joint waiver of notice of the meeting;
- (b) the vote of either or both shall constitute, respectively, one joint vote; PROVIDED, if both be present but in disagreement on such vote, each shall cast only one-half (1/2) vote;
- (c) notice to, or waiver of notice signed by, either or both shall constitute, respectively, a joint notice or waiver of notice;
- (d) suspension or termination in any manner of either shall constitute suspension or termination of the joint membership;
- (e) either, but not both concurrently, shall be eligible to serve as a Director of the Cooperative, but only if both meet the qualifications required therefor;
- (f) neither will be permitted to have any additional service connections except through their joint membership unless such already existed as an individual membership prior to creation of the joint membership. PROVIDED HOWEVER, that the Board of Directors or General Manager may waive this requirement upon written request to do so by a husband and wife who have a joint membership;
- (g) when a joint membership is issued to a husband and wife pursuant to this Bylaw, the death of either spouse shall convert the joint membership to an individual membership in the name of the surviving spouse.

Section 1.05. Acceptance into Membership. Upon complying with the requirements set forth in Section 1.02, any applicant shall automatically become a member on the date of his connection for electric service; PROVIDED, the Board of Directors may by resolution deny an application and refuse to extend service upon its determination that the applicant is not willing or is not able to satisfy and abide by the Cooperative’s terms and conditions of membership or that such application should be denied for other good cause.

Section 1.06. Purchase of Electric Power and Energy; Power Production by Member; Application of Payments to all Accounts. The Cooperative shall use reasonable diligence to furnish its members with adequate and dependable electric service at the voltage or voltages requested, although it cannot and therefore does not guarantee a continuous and uninterrupted supply thereof or at the voltage or voltages requested; and each member, for so long as such premises are owned or directly occupied or used by him, shall purchase from the Cooperative all central station electric power and energy purchased for use on all premises to which electric service has been furnished by the Cooperative pursuant to his membership, unless and except to the extent that the Board of Directors may in writing waive such requirement, and shall pay therefor at the times, and in accordance with the rules, regulation, rate classifications, and rate schedules (including any monthly minimum amount that may be charged without regard to the amount of electric power and energy actually used) established by the Board of Directors and, if in effect, in accordance with the provisions of any supplemental contract that may have been

entered into as provided for in Section 1.02. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative. Each member shall also pay all other amounts owed by him to the Cooperative as and when they become due and payable. When the member has more than one service connection from the Cooperative, any payment by him for service from the Cooperative shall be deemed to be allocated and credited on a prorata basis to his outstanding accounts for all such service connections, notwithstanding that the Cooperative's actual accounting procedures do not reflect such allocation and proration.

Section 1.07. Excess Payments to be Credited as Member-Furnished Capital. All amounts paid for electric service in excess of the cost thereof shall be treated as member-furnished capital as provided in Article IX of these Bylaws.

Section 1.08. Wiring of premises; Responsibility Therefor; Responsibility for Meter Tampering or Bypassing and for Damage to Cooperative Properties; Extent of Cooperative Responsibility; Indemnification. Each member shall cause all premises receiving electric service pursuant to his membership to become and to remain wired in accordance with the specifications of the National Electrical Code, and any applicable state code or state regulation, local government ordinances, and of the Cooperative. If the foregoing specifications are variant, the more exacting standards shall prevail. Each member shall be responsible for -- and shall indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage resulting from any defect in or improper use or maintenance of -- such premises and all wiring and apparatuses connected thereto or used thereon. Each member shall make available to the Cooperative a suitable sight, as determined by the Cooperative, whereon to place the Cooperative's physical facilities for the furnishing and metering of electric service and shall permit the Cooperative's authorized employees, agents and independent contractors to have safe access thereto for meter reading and bill collecting and for inspection, maintenance, replacement, relocation, repair or disconnection of such facilities at all reasonable times. As part of the consideration for such service, each member shall be the Cooperative's bailee of such facilities and shall accordingly desist from interfering with impairing the operation of or causing damage to such facilities, and shall use his best efforts to prevent others from so doing. Each member shall also provide such protective devices to his premises, apparatuses or meter base as the Cooperative shall from time to time require in order to protect the Cooperative's physical facilities and their operation and to prevent any interference with or damage to such facilities. In the event such facilities are interfered with, impaired in their operation or damaged by the member, or by any other person when the member's reasonable care and surveillance should have prevented such, the member shall indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss, or damage resulting therefrom, including but not limited to the Cooperative's cost of repairing, replacing or relocating any such facilities and its loss, if any of revenues resulting from the failure or defective functioning of its metering equipment. The Cooperative shall, however, in accordance with its applicable service rules and regulations, indemnify the member for any overcharges for service that may result from a malfunctioning of its metering equipment or any error occurring in the Cooperative's billing procedures, and conversely, the member will be responsible for any undercharges for service that may result from a malfunctioning of its metering equipment or any error occurring in the

Cooperative's billing procedures. In no event shall the responsibility of the Cooperative extend beyond the point of delivery.

Section 1.09. Member to Grant Easements to Cooperative and to Participate in Required Cooperative Load Management Programs. Each member shall, upon being requested so to do by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities, including transmission and distribution lines. Each member shall participate in any required program and comply with related rates and service rules and regulations that may be established by the Cooperative to enhance load management more efficiently to utilize or conserve electric energy or to conduct load research.

Article II Membership Suspension and Termination

Section 2.01. Suspension; Reinstatement. Upon his failure, after the expiration of the initial time limit prescribed either in a specific notice to him or in the Cooperative's generally publicized applicable rules and regulations, to pay any amounts due the Cooperative or to cease any other noncompliance with his membership obligations, a person's membership shall automatically be suspended; and he shall not during such suspension be entitled to receive electric service from the Cooperative or to cast a vote at any meeting of the members. Payment of all amounts due the Cooperative, including any additional charges required for such reinstatement, and/or cessation of any other noncompliance with his membership obligations within the final time limit provided in such notice or rules and regulations shall automatically reinstate the membership, in which event the member shall thereafter be entitled to receive electric service from the Cooperative and to vote at the meetings of its members.

Section 2.02. Termination by Expulsion; Renewed Membership. Upon failure of a suspended member to be automatically reinstated to membership, as provided in Section 2.01, he may without further notice, but only after due hearing if such is requested by him, be expelled by resolution of the Board of Directors at any subsequently held regular or special meeting of the Board. After expulsion of a member, he may not again become a member except upon new application therefor duly approved as provided in Section 1.05; but the Board of Directors, acting upon principles of general application in such cases, may establish such additional terms and conditions for renewed membership as it determines to be reasonably necessary to assure the applicant's compliance with all his membership obligations.

Section 2.03. Termination by Death or Cessation of Existence; Continuation of Membership in Remaining or New Partners. The death of a natural person member shall automatically terminate his membership. The cessation of the legal existence of any other type of member shall automatically terminate such membership; however, the termination of the membership shall in no way reduce or eliminate the liability of the member, his or its heirs, personal representatives, successors and/or assigns in interest, for all sums due to the Cooperative at the time the membership automatically ceases. It shall be the affirmative duty of

a member, his or its heirs, personal representatives and/or assigns to notify the Cooperative of the death of a member or the cessation of existence of any other legal entity or the sale of the premises on which service is received by the member. No membership nor contract for electric service entered into by the member and the Cooperative may be assigned in whole or in part without the express approval of the Board of Directors of the Cooperative.

Section 2.04. Effect of Termination. Upon the termination in any manner of a person's membership, he or his estate, as the case may be, shall be entitled to refund of his membership fee (and to his service security deposit, if any, theretofor paid the Cooperative), less any amounts due the Cooperative; but neither he nor his estate, as the case may be, shall be released from any debts or other obligations then remaining due the Cooperative. Notwithstanding the suspension or expulsion of a member, as provided for in Sections 2.01 and 2.02, such suspension or expulsion shall not, unless the Board of Directors shall expressly so elect, constitute such release of such person from his membership obligations as to entitle him to purchase from any other source any central station electric power and energy for use at the premises to which such service has theretofore been furnished by the Cooperative pursuant to such membership.

Section 2.05. Effect of Death, Legal Separation or Divorce upon a Joint Membership. Upon the death of either spouse of a joint membership, such membership shall continue to be held solely by the survivor, in the same manner and to the same effect as though such membership had never been joint; PROVIDED, the estate of the deceased spouse shall not be released from any debts due the Cooperative. 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 directly 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, the other spouse shall not be released from any debts due the Cooperative.

Section 2.06. Board Acknowledgement of Membership Termination; Acceptance of Members Retroactively. Upon the termination of a person's membership for any reason, the Board of Directors, so soon as practicably after such termination is made known to it, shall by appropriate resolution formally acknowledge such termination, effective as of the date on which the Cooperative ceased furnishing electric service to such person. Upon discovery that the Cooperative has been furnishing electric service to any person other than a member, it shall cease furnishing such service unless such person applies for, and the Board of Directors approves, membership retroactively to the date on which such person first began receiving such service, in which event the Cooperative, to the extent practicable, shall correct its membership and all related records accordingly.

Article III General Meetings of Members

Section 3.01. Annual Meeting. For the purposes of hearing and passing upon reports covering the previous fiscal year, and transacting such other business as may properly come before the meeting, the annual meeting of the members shall be held on the first Saturday of the month of October each year, at such place in one of the counties in Tennessee served by the Cooperative, and beginning at such hour as the Board of Directors shall from year to year fix; PROVIDED, for cause sufficient to it, the Board of Directors may fix a different day for such annual meeting

not more than thirty (30) days prior or subsequent to the day otherwise established for such meeting in this Section. It shall be the responsibility of the Board of Directors to make adequate plans and preparations for, and to encourage member attendance at, the annual meeting. Failure to hold the annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Cooperative.

Section 3.02. Special Meeting. A special meeting of the members may be called by the Board of Directors, by that number of directors that is one (1) less than a majority of the directors in office, or by petition signed by no fewer than ten percent (10%) of the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 3.03. Such a meeting shall be held at such place in one of the counties in Tennessee which the Cooperative serves, on such date, not sooner than forty (40) days after the call for such meeting is made or a petition therefor is filed, and beginning at such hour as shall be designated by those calling the same.

Section 3.03. Notice of Member Meetings. Written or printed notice of the place, date and hour of the meeting and, in the case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes of the meeting shall be delivered to each member, by mail, by the Secretary (and, in the case of a special meeting, at the direction of those calling the meeting). Any such notice may be included with member service billings or as an integral part of the Cooperative's periodic publication. 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 and mailed not later than the minimally required days prior to the meeting date that notice must be given, as follows:

- (1) except as otherwise provided in these Bylaws, not less than ninety days prior to the date of a meeting of the members at which the Cooperative's dissolution or the sale or lease-sale of all or any substantial portion of its assets and properties devoted to and used or useful in furnishing electric service is scheduled to be considered and acted upon; or
- (2) except as otherwise provided in these By-Laws, not less than forty-five (45) days prior to the date of a meeting of the members of the Cooperative at which a merger or consolidation with one or more other cooperatives is scheduled to be considered and acted upon; or
- (3) if subdivision (1) or (2) foregoing is not applicable, not less than five (5) nor more than twenty-five (25) days prior to the date of the meeting.

The incidental and non-intended failure of any member to receive such notice shall not invalidate any action which may be taken by the members at any such meeting, and the attendance in person of a member at any meeting of the members shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or one or more items of business, on the ground that the meeting shall not have been lawfully called or convened. Any member attending any meeting for the purpose of making such objection shall notify the Secretary prior to or at the beginning of the meeting of his objection.

Section 3.04. Quorum. A quorum for the transaction of business at meetings of the members shall, except as provided in the next following sentence, be the lesser of two percent (2%) of all

members or one hundred (100) members; and, once such a quorum is established, the meeting may proceed to transact all business that may lawfully come before it so long as at least the lesser of one percent (1%) of all members or fifty-one (51) members remain present. In the case of a meeting of the members at which the dissolution of the Cooperative or the sale or lease-sale of all or any substantial portion of its assets and property devoted to and used or useful in furnishing electric service is scheduled to be considered and acted upon, the quorum requirement shall be and shall remain throughout the meeting ten percent (10%) of all members. If, at any member meeting, less than the required quorum is present to enable the meeting to begin transacting business, or if the quorum requirement for it to continue ceases to exist, a majority of those present may adjourn the meeting from time to time without further notice; PROVIDED, if a majority of those present in person so resolve, the Secretary shall notify any absent members of the time, date and place of such adjourned meeting by delivering notice thereof as provided in Section 3.03. At all meetings of the members, whether a quorum be present or not, the Secretary shall annex to the meeting minutes, or incorporate therein by reference, a list of those members who were registered as present in person.

Section 3.05. Voting. Each member who is not a status of suspension, as provided for in Section 2.01, shall be entitled to only one vote upon each matter submitted to a vote at any meeting of the members regardless of the number of memberships held. Voting by members other than members who are natural persons shall be allowed upon the presentation to the Cooperative, prior to or upon registration at each member meeting, of satisfactory evidence entitling the person presenting the same to vote. At all meetings of the members, all questions shall be decided by a majority of the members voting thereon, except as otherwise provided by law or by the Cooperative's Articles of Incorporation or these Bylaws.

Section 3.06. Credentials Committee. The Board of Directors shall, at least fifteen (15) days before any meeting of the members, appoint a Credentials Committee consisting of an uneven number of members, not less than three (3). In appointing the Committee, the Board of Directors shall have regard for the equitable representation of the several areas served by the Cooperative. It shall be the responsibility of the Committee to establish or approve the manner of conducting member registration, to pass upon all questions that may arise with respect to the registration of members in person, to tabulate the results of any vote taken by paper ballot and to rule on the meaning of any questionable marking of a ballot. In the exercise of its responsibility, the Committee shall have available to it the advice of counsel provided by the Cooperative. Any member present at the meeting may appeal any action taken by the Committee to the Board of Directors during the meeting in which event the matter will be resolved by the Board.

Section 3.07. Order of Business. The order of business at the annual meeting of the members and, insofar as practicable or desirable, at all other meetings of the members 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 giving thereof, or of the waiver or waivers of notice of the meeting, as the case may be;
- (3) Reading of unapproved minutes of previous meeting of the members and the taking of necessary action thereon;

- (4) Presentation and consideration of reports of officers, directors and committees;
- (5) Announce results of elections at district meeting (if annual meeting);
- (6) Unfinished business;
- (7) New business; and
- (8) Adjournment.

Notwithstanding the foregoing, the Board of Directors or the members themselves may from time to time establish a different order of business for the purpose of assuring the earlier consideration of and action upon any item of business, the transaction of which is necessary or desirable in advance of any other item of business; PROVIDED, no business other than adjournment of the meeting to another time and place may be transacted until and unless the existence of a quorum is first established.

Article IV Directors

Section 4.01. Number and General Powers. The business and affairs of the Cooperative shall be managed under the direction of a board of eight (8) directors. The Board shall exercise all of the power of the Cooperative except such as are by Law or by the Cooperative's Articles of Incorporation or Bylaws conferred upon or reserved to the members.

Section 4.02. Qualifications. No person shall be eligible to become a director of the Cooperative who:

- (a) will not have attained the age of 21 years at the date of his or her election;
- (b) has not been a member of the Cooperative and receiving electric service at his/her primary residential abode in the District wherein he/she is seeking election for at least six (6) months preceding the date of the election;
- (c) is not a member in good standing;
- (d) has been convicted of a felony;
- (e) is or has been an employee of the Cooperative within (3) years of the date of the election;
- (f) is a close relative of an employee or Director of the Cooperative;
- (g) is himself/herself or is a close relative of an individual who is in any way employed by or substantially financially interested in a competing enterprise, including being employed by another organization providing energy or other utility related services, a business selling a substantial amount of supplies, products or services to the Cooperative, or a business engaged in the construction and maintenance, including right-of-way maintenance, of the distribution lines of the Cooperative; or
- (h) is the incumbent of or a candidate for an elective public office in connection with which a salary is paid for a full-time position.

A copy of this Bylaw shall be provided by the Director of Member Services to any interested party attempting to qualify pursuant to Bylaw 4.02 as a candidate.

Section 4.03. District Meetings. Not less than fifteen (15) days nor more than forty-five (45) days before any annual meeting of the members, the Board of Directors shall call a separate meeting of the members in each district in which the terms of incumbent Directors are due to

expire, for the purpose of electing one Director to represent the members located within each of such districts. At such regular or special meeting of the Board of Directors there shall be appointed at least three (3) members from each voting district, wherein Directors are to be elected, as a Credentials and Election Committee and to be so known. One of such number shall be designated to act as Chairman for the district meeting.

Section 4.04. Tenure. Directors shall be so nominated and elected that one director from or with respect to each of Directorate Districts Nos. 2, 5, and 8 shall be elected for three-year terms at a district member meeting beginning in 1992; one director from or with respect to each Directorate Districts Nos. 4, 6, and 9 shall be elected for three-year terms at the next succeeding district election member meeting beginning in 1993; and one director from or with respect to each Directorate Districts Nos. 1 and 7 shall be elected for three-year terms at the next succeeding district election member meeting beginning in 1994, and so forth. Upon their election, directors shall, subject to the provision of these Bylaws with respect to the removal of directors, serve until the annual meeting of the members of the year in which their terms expire or until their successors shall have been elected and shall have qualified.

Section 4.05. Directorate Districts. The territory served, or to be served by the Cooperative, shall be divided into eight (8) districts, each of which shall contain as nearly as possible the same number of members. Each district shall be represented by one director.

At the regular January meeting each year, the Board of Directors shall review the composition of the several districts and, if it should be found that inequalities in the number of members served by each director have developed, the Board of Directors shall reconstitute the districts so that each shall contain as nearly as possible the same number of members.

Section 4.06. Nominations.

(a) The district meeting shall be called to order by the Chairman of the Credentials and Election Committee, or in his absence, a member of the committee. The Chairman shall appoint a Secretary to act for the duration of the meeting. Members of other districts present at the meeting may be heard, but shall not vote or otherwise participate in the election. Nominations for a candidate or candidates for Director shall be made from the floor at the District meeting, and any member residing in the district shall have the right to nominate one candidate. However, no member residing in the district shall be entitled to have his or her name placed in nomination unless he or she has, on or before August 1st in the year in which the election is to be held, filed with the head of the department of Member Services of Fort Loudoun Electric Cooperative, a written statement signed by the member and notarized, indicating that if elected to the Board of Directors the member is willing to serve as a Director of Fort Loudoun Electric Cooperative, representing a specified district and upon the filing of such a statement the head of the Department of Member Services shall place upon said statement a certificate acknowledging receipt of the statement and certifying whether or not the member so filing the statement resides in the district designated in the statement by the member. The statements when filed and so certified, shall be preserved by the Member Services Department and made available for inspections and copying to any member of Fort Loudoun Electric Cooperative. If the certificate correctly states that the member filing the statement is not a resident of the district specified in the statement, said member shall not be

eligible for nomination. In the event a member has properly qualified to have his name placed in nomination by the foregoing procedure and dies after August 1st but before the district meeting, nominations may be made from the floor of any other member residing in the district who would be qualified to serve except for the foregoing filing requirements. The head of the Member Services Department shall provide to the Credentials and Election Committee of each district copies of all qualifying statements for said district and the Chairman shall not accept the nomination of any member unless said member has qualified pursuant to this Section of the Bylaws. The meeting shall remain open for nominations until no further nominations are forthcoming, but in no case less than two minutes. The candidates must be members residing in the district and must possess the qualifications for Director herein specified in these Bylaws. The Director of Member Services shall provide a separate copy of Bylaw 4.01 through 4.14 to any person filing a statement qualifying him or her for nomination, and if the party filing said statement is ineligible for any reason known to the Director of Member Services, the ineligibility of the person to be nominated or elected as a director shall be communicated to the party seeking to qualify as a nominee.

- (b) If no person has qualified as a candidate for Director within the time allowed for qualifying, as hereinabove provided, the Secretary of the Cooperative shall certify such fact to the President of the Cooperative, and in such district shall be no election held. The incumbent Director in such a district shall hold over and shall be declared to be elected for a new three year term.

Section 4.07. Election.

- (a) If a quorum, as defined in Article III, Section 3.04 of these bylaws, is not present at the district membership meeting within a period of one hour following the hour designated for the convening of the district meeting, then no election shall be held and the incumbent Director shall hold over and shall be declared to be elected for a new three-year term.
- (b) Each member in attendance at the district meeting shall be entitled to one vote and no more. No member at any district meeting shall be permitted to vote by proxy or by mail. Voting shall be by paper ballots. Directors shall be elected by a plurality of the votes cast. In the event of a tie vote, the Board of Directors shall meet within 72 hours to determine the winner by majority vote (with any interested incumbent Director abstaining from the vote).
- (c) The Secretary named according to the hereinabove prescribed procedure shall record the proceedings of said meeting, and together with the Chairman shall certify said proceedings to the Secretary of the Cooperative.
- (d) The certification by the Chairman and Secretary of the election of the Director at any district membership meeting shall be taken by the Cooperative as conclusive of the election of such Director at such district membership meeting, unless an unsuccessful candidate files a protest with the Director of Member Services within 10 days of the date the election was held, which protest shall be set forth with particularity any alleged violation of the Charter, Bylaws, or policies of Fort Loudoun Electric Cooperative or of any other law applicable to said election, which could have affected the outcome of said election. If such a protest is filed, notice will be given to all candidates in the election being contested and the matter will be examined by the Board at its next regular meeting at which time the board may determine that the protest is without merit on its face and declare the winner to be that candidate certified by the Secretary, or the Board may hear evidence and conduct such other proceedings as it may deem appropriate to ascertain whether or not any violations of the Articles of Incorporation,

Bylaws or any other laws occurred at the time of or in conjunction with the election being contested. The Board may order a new election to be held between all qualified candidates at a time and date to be advertised throughout the district in question, if the Board finds that such violations did occur and that such violations likely affected the result of the first election.

- (e) The Director elected at the district membership meeting must meet the qualifications set forth in Section 4.02 hereof. He shall take office and assume the duties and responsibilities thereof at the first meeting of the Board of Directors, whether special or regular, after the annual membership meeting.
- (f) Should a Director move his place of residence from his voting district, die, be declared incompetent or infamous by any Court, or fail to attend regular Board meetings for four (4) consecutive Board meetings without good cause, a vacancy in his office shall be declared by the Board of Directors, and a Director from said district to fill the unexpired term shall be named as hereinafter set forth by these By-Laws.

Section 4.08. Removal of Directors by Members. Any member may bring one or more charges against any one or more directors, alleging acts or omissions adversely affecting the business and affairs of the Cooperative which constitute willful malfeasance, misfeasance, nonfeasance, fraud or criminal conduct by a named director(s), and may request the removal of such director(s) by reason thereof by filing with the Secretary such charge(s) in writing together with a petition, signed by not less than ten percent (10%) of the total membership of the Cooperative, which calls for a special member meeting thereon and specifies the place, time and date thereof not less than forty (40) nor more than forty-five (45) days after the filing of such petition, or which requests that the matter be acted upon at the subsequent annual member meeting if such meeting will be held no sooner than forty (40) nor more than ninety (90) days after the filing of such petition. Each page of the petition shall, in the forepart thereof, state the name(s) and address(es) of the member(s) filing such charge(s), a verbatim statement of such charge(s) and the name(s) of the director(s) against whom such charge(s) is (are) being made. The petition shall be signed by each member in the same name as he is billed by the Cooperative and shall state the signatory's address as the same appears on such billings. Notice of such charge(s) verbatim, of the director(s) against whom the charge(s) has (have) been made and of the member(s) filing the charge(s) shall be contained in the notice of the meeting or separately noticed to the members not less than thirty (30) days prior to the member meeting at which the matter will be acted upon; PROVIDED, the notice shall set forth (by random selection but otherwise in alphabetical order) only twenty (20) of the names and addresses of the charging members if twenty (20) or more members file the same charge(s) against the same director(s). Such director(s) shall be informed in writing of the charges after they have been validly filed and at least twenty-five (25) days prior to the meeting of the members at which the charge(s) are to be considered, shall have an opportunity at the meeting to be heard in person, by witnesses, by counsel or any combination of such, and to present evidence in respect of the charge(s), and shall be heard last; and the person(s) bringing the charge(s) shall have the same opportunity, but shall be heard first. The question of removal of such director(s) shall, separately for each if more than one has been charged, be considered and voted upon at such meeting, and any vacancy created by such removal shall be filled by vote of the members at a special district meeting; PROVIDED, the question of the removal of a director shall not be voted upon at all unless some evidence in support of the charge(s) against him shall be presented during the meeting through oral statements, documents, or otherwise; AND PROVIDED FURTHER, no director shall be so

removable from office for the reason that he/she, in good faith and believing such to be in the best interests of the Cooperative and of its present and future members, failed or declined to support, or that he opposed, (1) a proposal to sell or lease-sell all or a substantial portion of the Cooperative's assets and properties or the dissolve of the Cooperative, or (2) a motion to notify the Cooperative's members of a proposal received by the Cooperative for such a sale, lease-sale or dissolution or (3) a motion or any other effort to call a meeting of the Cooperative's members to consider and act upon a proposal for such a sale, lease-sale or dissolution. A newly elected director shall be from or with respect to the same Directorate District as with the director whose office he succeeds and shall serve out the unexpired portion of the removed director's term.

Section 4.09. Vacancies. Subject to the provisions of these Bylaws with respect to the filling of vacancies caused by the removal of directors by the members, or resignation or a director, a vacancy occurring in the Board of Directors shall be filled by the Board of Directors. A director thus elected shall be from and qualified from the same Directorate District as was the directors whose office was vacated and shall serve out that director's unexpired term or until a successor is elected and qualified.

Section 4.10. Compensation; Expenses. Directors shall, as determined by resolution of the Board of Directors, received a fixed fee for the attendance of regular meetings the Board of Directors as well as special called meetings of the Board and committee meetings of the Board. Members of the Board shall also be paid on a per diem basis for all other meetings actually attended and sponsored by the National Rural Electric Cooperative Association (NRECA), Tennessee Electric Cooperative Association (TECA), Tennessee Valley Power Producers Association (TVPPA), Tennessee Valley Authority (TVA), Rural Utility Services (RUS), or other meetings authorized by the Board of Directors. Directors shall also receive advancement or reimbursement of any travel and out-of-pocket expenses actually, necessarily and reasonably incurred, in performing their duties. No close relative of a director shall be employed by the Cooperative and no director shall receive compensation for serving the Cooperative in any other capacity, unless the employment of such relative or the service of such director is temporary and shall be specifically authorized by a vote of the Board of Directors or the members upon a determination that such was an emergency measure; PROVIDED, a director who is also an officer of the Board, and who as such officer performs, regular or periodic duties of a substantial nature for the Cooperative in its fiscal affairs, may be compensated in such amount as shall be fixed and authorized in advance of such service by a majority vote of the remaining directors.

Section 4.11. Rules, Regulations, Rate Schedules and Contracts. The Board of Directors shall have power to make, adopt, amend, abolish and promulgate such policies, rules, regulations, rate classifications, rate schedules, contracts, security deposits and any other types of deposits, payments or charges, including contributions in aid of construction, not inconsistent with law or the Cooperative's Articles of Incorporation or Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative and when action pursuant to this authority is taken by the Board, said policy, rule, regulation, rate classification, rate schedule, contract, security deposit and any other type of deposit, payment or charge, including contribution in aid of construction shall be binding upon all members of the Cooperative holding memberships at the time of the Board's action, as well as all new members joining the Cooperative thereafter.

Section 4.12. Accounting System and Reports. The Board of Directors shall cause to be established and maintained a complete accounting system of the Cooperative's financial operations and condition, and shall, after the close of each fiscal year, cause to be made a full, complete and independent audit of the Cooperative's accounts, books and records reflecting financial operations during, and financial conditions as the end of, such year. A copy of the audit report shall be furnished each Board member and a summary of such audit reports shall be submitted to the members at or prior to the succeeding annual meeting of the members. The Board may authorize special audits, complete or partial, at any time and for any specified period of time.

Section 4.13. Dissemination of Information. The Board of Directors shall be empowered to take such steps, if any, as it deems appropriate, and to expend such funds as it deems prudent, to disseminate information to the members relative to any and all issues relating to the economical, effective, conservative, and safe use of electrical energy as well as any and all other information deemed pertinent by the Board, which activity does not violate any other provisions of the By-laws or the Charter of this Cooperative or any Federal or State statute. The methods and means employed for disseminating such information shall be determined by the Board from time to time.

Section 4.14. "Close Relative" Defined. As used in these Bylaws, "close relative" means a person who, by blood or marriage, including step, half, and adoptive kin, is either a spouse, child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew, or niece of the principal.

Section 4.15. Nepotism prohibition. No close relative of a Board member shall be hired as an employee of Fort Loudoun Electric Cooperative during the tenure of the Board member in question. The test of whether or not a person is eligible to be employed by Fort Loudoun Electric Cooperative shall apply at the commencement of employment. Any events occurring after the employment has commenced which would render the employee a close relative to a Director shall not result in the disqualification of the employee to continue to be employed by the Cooperative or the Director to remain on the Board.

ARTICLE V

Meetings of Directors

Section 5.01. Regular Meetings. A regular meeting of the Board of Directors shall be held, without notice, immediately after the adjournment of the annual meeting of the members, or as soon thereafter as conveniently may be, at such site as designated by the Board in advance of the annual member meeting. A regular meeting of the Board of Directors shall also be held monthly at such date, time and place in one of the counties in Tennessee within which the Cooperative serves as the Board shall provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the day, time and place thereof, except when business to be transacted thereat shall require special notice; **PROVIDED**, any director absent from any meeting of the Board at which such a resolution initially fixes or makes any change in the day, time or place of the regular meeting shall be entitled to receive written notice of such at least three (3) days prior to the next meeting of the Board; **AND PROVIDED FURTHER**, the President shall have the right to postpone meetings to a later date for extraordinary

circumstances, at which time the members of the Board shall be contacted by phone or by letter if not reached by phone.

Section 5.02. Special Meetings. Special meetings of the Board of Directors may be called by Board resolution, by the President, or by any four (4) directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 5.03. The Board, the President, or the directors calling the meeting shall fix the date, time and place for the meeting, which shall be held in one of the counties in Tennessee within which the Cooperative serves unless all directors consent to its being held in some other place in Tennessee or elsewhere. Special meetings may also be held via telephone conference call, without regard to the actual location of the directors at the time of such a telephone conference meeting, if all the directors consent thereto.

Section 5.03. Notice of Directors Meetings. Written or oral notice of the day, time, place, or of the scheduled day and time of a telephone conference call, and purpose(s) of any special meeting of the Board and, when the business to be transacted thereat shall require such, of any regular meeting of the Board shall be delivered to each director not less than five (5) days prior thereto, either personally or by mail, by or at the direction of the Secretary, or, upon a default in this duty by the Secretary, by him or those calling it in case of a special meeting or by any director in the case of a meeting whose day, time and place have already been fixed by Board resolution. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the director at his address as it appears on the records of the Cooperative, with first class postage thereon prepaid, and postmarked at least five (5) days prior to the meeting date.

Section 5.04. Quorum. The presence in person of a majority of the directors in office shall be required for the transaction of business and the affirmative votes of a majority of the directors present and voting shall be required for any action to be taken; **PROVIDED**, if less than a quorum be present at a meeting, a majority of the directors present may adjourn the meeting from time to time, but shall cause the absent directors to be duly and timely notified of the date, time and place of such adjourned meeting.

Article VI

OFFICERS: Miscellaneous

Section 6.01. Number and Title. The officers of the Cooperative shall consist of a President, Vice President, Secretary and Treasurer, and such other officers as may from time to time be determined by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person.

Section 6.02. Election and Term of Office. The four officers named in Section 6.01 shall be elected by secret written ballot, annually and without prior nomination, by and from the Board of Directors at the first meeting of the Board held after the annual meeting of the members. If the election of such officers shall not be held at such meeting, it shall be held as soon thereafter as conveniently may be. Each such officer shall hold office until the meeting of the Board first held after 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 the Bylaws with respect to the removal of directors and the removal of officers by the Board of Directors. Any other officers

may be elected by the Board from among such persons, and with such title, tenure, responsibilities and authorities, as the Board of Directors may from time to time deem advisable.

Section 6.03. Removal. Any officer, agent or employee elected or appointed by the Board of Directors may be removed by the Board whenever in its judgement the best interest of the Cooperative will thereby be served.

Section 6.04. Vacancies. A vacancy in any office elected or appointed by the Board of Directors shall be filled by the Board for the unexpired portion of the term.

Section 6.05. President. The President shall:

- (a) be the principal executive officer of the Board and shall preside at all meetings of the Board of Directors, and unless determined otherwise by the Board of Directors, at all meetings of the members;
- (b) sign, with the Secretary, certificates of membership the issuance of which shall have been authorized by resolution of the Board of Directors, and may sign 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 office 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 6.06. 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; and shall perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 6.07. Secretary. The Secretary shall:

- (a) keep, or cause to be kept, the minutes of meetings of the members and of the Board of Directors in one or more books provided for the purpose;
- (b) see that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Cooperative and see that the seal of the Cooperative is affixed to all certificates of membership prior to the issuance thereof and to all documents the execution of which, on behalf of the Cooperative under its seal, is duly authorized in accordance with the provisions of these Bylaws or is required by law;
- (d) keep, or cause to be kept, a register of the name and post office address of each member, which address shall be furnished to the Cooperative by such member;
- (e) sign, with the President, certificates of membership the issuance of which shall have been authorized by resolution of the Board of Directors;
- (f) have general charge of the books of the Cooperative in which a record of the members is kept;

- (g) keep on file at all times a complete copy of the Cooperative's Articles of Incorporation and bylaws, together with all amendments thereto, which copies shall always be open to the inspection of any member, and, at the expense of the Cooperative, furnish a copy of such documents and of all amendments thereto upon request to any member; and
- (h) in general, perform all duties incident to the office of the Secretary and such duties as from time to time may be assigned to him by the Board of Directors.

Section 6.08. Treasurer. The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) receive and give receipts for monies due and payable to the Cooperative from any source whatsoever, and deposit or invest all such monies in the name of the Cooperative in such bank or banks or in such financial institutions or securities as shall be selected in accordance with the provisions of these Bylaws; and
- (c) in general perform all the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 6.09. Delegation of Secretary's and Treasurer's Responsibilities. Notwithstanding the duties, responsibilities and authorities of the Secretary and of the Treasurer hereinbefore provided in Sections 6.07 and 6.08, the Board of Directors by resolution may, except as otherwise limited by law, delegate, wholly or in part, the responsibility and authority for, and the regular or routine administration of, one or more of each such officer's duties to one or more agents, other officers or employees of the Cooperative who are not directors. To the extent that the Board does so delegate with respect to any such officer, that officer shall be released from personally performing such duties, responsibilities and authorities, and may rely upon the information, reports and representations presented by the agent or employee to whom said duties are delegated; however, said powers and authority of the Secretary or Treasurer shall remain undiminished and may be exercised in the discretion of the person holding the office. The Board of Directors may, at its election, select one officer to fill both the office of Secretary and Treasurer.

Section 6.10. General Manager. The Board of Directors may appoint a General Manager, who may be, but who shall not be required to be, a member of the Cooperative. Such General Manager shall perform such duties as the Board of Directors may from time to time require and shall have such authority as the Board of Directors may from time to time vest in him.

Section 6.11. Bonds. The Board of Directors shall require the Treasurer and any other officer, agent or employee of the Cooperative charged with 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 officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine. The cost of all such bonds shall be borne by the Cooperative.

Section 6.12. Compensation; Indemnification. The compensation, if any, of any officer, agent or employee who is also a director or close relative of a director shall be determined as provided in Section 4.10 of these Bylaws, and the powers, duties and compensation of any other officers,

agents and employees shall be fixed or a plan therefor approved by the Board of Directors. The Cooperative shall indemnify present and former Cooperative directors, officers (including the General Manager), agents, and employees against liability and cost of defending against liability, for any claims arising out of any alleged negligence on the part of the present and former Cooperative directors, officers (including General Manager), agents, and employees and the Board shall be empowered to authorize the purchase by the Cooperative of liability insurance with such companies and in such amounts as the Board deems appropriate, insuring the Cooperative against such risks.

Section 6.13. 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 7.01. Contracts. Except as otherwise provided by law or these Bylaws, the Board of Directors may authorize any Cooperative officer, or officers, agent or employee to enter into contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

Section 7.02. 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 or countersigned by such officer, or officers, agent or employee of the Cooperative and in such manner as shall from time to time be determined or authorized by resolution of the Board of Directors.

Section 7.03. Deposits; Investments. All funds 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 of Directors may select.

Article VIII Membership Certificates

Section 8.01. Certificate of Membership. Membership in the Cooperative may, if the Board so resolves, be evidenced by a certificate of membership, which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors which are not contrary to, or inconsistent with, the Cooperative's Article of Incorporation or its Bylaws. Such certificate, if authorized to be issued by the Board, shall be signed by the President and by the Secretary, and the seal be affixed thereto, PROVIDED, the seal and the signature of the President and the Secretary may be imprinted thereon by facsimile.

Section 8.02. Issue of Membership Certificates. No membership certificate shall be issued for less than the membership fee fixed by the Board of Directors nor until such membership fee, any required service security deposits, facilities extension deposits, service connection fees, or contribution in aid of construction have been fully paid or secured.

Section 8.03. Lost Certificates. In case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and such indemnity to the Cooperative as the Board of Directors may prescribe.

Article IX Non-Profit Operation

Section 9.01. 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 members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members or patrons.

Section 9.02. Disposition of Revenues; Distribution of Excess. With respect to the Cooperative's furnishing of electric service, the revenues therefrom for any fiscal year, in excess of the amount thereof necessary:

- (1) to defray expenses of the Cooperative, including the operation and maintenance of its facilities during such fiscal year;
- (2) to pay interest and principle obligations of the Cooperative coming due in such fiscal year;
- (3) to finance, or to provide a reserve to finance, the construction or acquisition by the Cooperative of additional facilities to the extent determined by the Board;
- (4) to provide a reasonable reserve for working capital;
- (5) to provide a reserve for the payment of indebtedness in an amount not less than the total of the interest after the date of the incurrence of such indebtedness in an amount not less than the total of the interest and principle payments in respect thereof required to be made during the next following fiscal year;
- (6) to comply with any covenant or obligation of the Cooperative pursuant to any contract it has entered into; and
- (7) to provide a fund for education and for the dissemination of information concerning the effective use and conservation of electric power and energy and concerning any other services made available by the Cooperative, including, if the Board so authorizes, publication of or subscription to a Cooperative newsletter and/or a statewide or regional publication; shall be distributed or credited by the Cooperative to patrons:
 - (a) as patronage refunds prorated in accordance with the patronage of the Cooperative by the respective patrons paid for during or with respect to such fiscal year; or
 - (b) by way of general reductions of rates or other charges; or
 - (c) by any combination of such methods.

Section 9.03. Use of Contributed Capital. The primary purpose of the Cooperative is to furnish its patrons with electric service at the lowest rates and charges consistent with prudent management and sound economy. Therefore, all amounts received and receivable from the furnishing of electric energy to patrons, members and nonmembers alike, in excess of operating costs and expenses properly chargeable thereto are at the moment of receipt by the Cooperative received with the understanding that they are furnished by the patrons as capital. Capital contributed by the patrons shall be used only for capital purposes, including, without limitation, new electric systems construction, the retirement of electric system indebtedness at or prior to

maturity, and working capital adequate for all purposes, and for facilitation of general rate reductions.

Section 9.04. Ascertainment of Contributed Capital. The Cooperative shall maintain such books and records as will enable it at any time, upon reasonable notice, to compute the amount of capital contributed during any given accounting period by each of its patrons.

Section 9.05. Contract. The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the provisions of this Article of the Bylaws shall constitute and be a contract between the Cooperative and nonmember patrons, and both the Cooperative and such patrons are bound by such contact as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of the Article of the Bylaws shall be called to the attention of such patrons by being posted in the Cooperative's offices.

Section 9.06. Patronage Refunds in Connection with Furnishing Other Services or Goods. In the event that the Cooperative should engage in the business of furnishing services or goods other than electric power energy, all amounts received and receivable therefrom which are in excess of cost and expenses properly chargeable thereto shall, insofar as permitted by law, be prorated annually on a patronage basis and, subject to their prior use for any proper purposes, be returned to those patrons from whom such amounts were obtained pursuant to such method, at such time, on such basis and in such order of priority as the Board of Directors shall determine.

Article X Waiver of Notice

Any member or director may waive, in writing, any notice of meetings required to be given by the Bylaws or any notice that may otherwise be legally required, either before or after such notice is required to be given.

Article XI Disposition of Pledging of Property; Distribution of Surplus Assets on Dissolution

Section 11.01. Disposition and Pledging of Property. The Cooperative may authorize the sale, lease, lease-sale, disposition, pledging, mortgaging or encumbrancing of all, a substantial portion or any part of its assets and properties as provided by law, including Sections 65-25-213 and 214 of the Tennessee Code Annotated, as the same may from time to time be amended.

Section 11.02. Distribution of Surplus Assets on Voluntary Dissolution. Upon the Cooperative's voluntary dissolution, any assets remaining after all liabilities or obligations of the Cooperative have been satisfied and discharged, or adequate provision therefor has been made, shall be distributed as provided for in Section 65-25-220 (b) (2) of the Tennessee Code Annotated, as the same may from time to time be amended.

**Article XII
Fiscal Year**

The Cooperative's fiscal year shall begin on the first day of the month of July of each year and end on the last day of the month of June following.

**Article XIII
Rules of Order**

Parliamentary procedure at all meetings of the members, of the Board of Directors, of any committee provided for in these Bylaws and of any other committee of the members or Board of Directors which may from time to time be duly established shall be governed by the most recent edition of Robert's Rules of Order, except to the extent such procedure is otherwise determined by law or by the Cooperative's Articles of Incorporation, Bylaws or Policies adopted by the Board. This Article shall be subordinate to any other provision of these Bylaws pertaining to the votes required for action by members, directors or committees.

**Article XIV
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, Tennessee".

**Article XV
Bylaw Amendments**

Section 15.01. Power to Amend. The Cooperative's Bylaws may, subject to Section 15.02, be changed (adopted, amended or repealed) by the members.

Section 15.02. Procedure for Amending. A Bylaw may be changed only if (1) a copy or an accurate summary explanation of the proposed change is contained in or delivered with the notice of the member meeting at which it is to be acted upon, and (2) if to be acted upon by the members, it is sponsored by the Board of Directors or at least fifty (50) members who over their signatures file with the Cooperative a petition, proposing such change and setting forth with particularity the wording thereof and the time that the change is to become effective, at least forty-five (45) days prior to the date of the member meeting at which such change is proposed to be acted upon; PROVIDED, if the Cooperative is presented with a written request by one or more but less than fifty (50) members that a bylaw change be noticed to and acted upon by the members, and if the request sets forth with particularity the wording of the proposed change and the time that the change is to become effective, the Board of Directors may, but shall not be obligated to, waive the foregoing petition requirement and cause such proposed change to be noticed and acted upon; PROVIDED FURTHER, the Board of Directors shall not cause any proposed bylaw change to be noticed or acted upon, or permit any amendment to a proposed bylaw change to be acted upon, if it determines that such, if adopted, would be illegal or a legal nullity. A change so noticed may not be amended from the floor of the member meeting at which it is being considered.

Section 15.03. The adoption by the membership of the Fort Loudoun Electric Cooperative of these Bylaws at the membership's annual 1991 meeting is made with the understanding that these Bylaws shall completely replace all pre-existing Bylaws and amendments previously adopted by Fort Loudoun Electric Cooperative; HOWEVER, no resolution, policy, rule or regulation adopted by the members of the Board of Directors prior to the adoption of these Bylaws shall be affected by the adoption of these Bylaws except where said resolution, policy, rule or regulation conflicts with or is prohibited by the Bylaws and Charter adopted by the members of Fort Loudoun Electric Cooperative at its annual 1991 meeting.

As Amended by Members, October 4, 2008