



2862 West US 90
MADISON, FLORIDA 32340

BYLAWS OF TRI-COUNTY ELECTRIC COOPERATIVE INC.

**THESE BYLAWS INCLUDE ALL AMENDMENTS, ADDITIONS AND REVISIONS AS
APPROVED BY COOPERATIVE MEMBERSHIP THROUGH
SEPTEMBER 17, 2022**

BYLAWS
of
TRI-COUNTY ELECTRIC
COOPERATIVE, INC.

ARTICLE I

MEMBERSHIP

Section 1. Requirements for Membership. Any person, firm, association, corporation or body politic or subdivision thereof may become a member in Tri-County Electric Cooperative, Inc., (hereinafter called the "Cooperative") by:

- (a) Filing a written application for membership therein;
- (b) Agreeing to purchase from the Cooperative electric energy as hereinafter specified;
- (c) Agreeing 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 of Trustees; and
- (d) Paying the membership fee hereinafter specified; provided, however, that no person, firm, association, corporation, or body politic or subdivision thereof shall become a member unless and until the member has been accepted for membership by the Board of Trustees or the members. No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable.

At each meeting of the members held subsequent to the expiration of a period of six months from the date of incorporation of the Cooperative, all applications received more than ninety days prior to such meeting shall be submitted by the Secretary

to such meeting and, subject to compliance by the applicant with the requirements hereinabove set forth, such applications or any one or more of them may be accepted by vote of the members. The Secretary shall give each such applicant at least ten days' notice of the date of the members' meeting to which the member's application will be submitted and such applicant shall be entitled to be present and heard at the meeting.

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

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

Section 3. Conversion of Membership.

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

incorporation, bylaws and rules and regulations adopted by the Board of Trustees.

- (b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. **However**, the estate of the deceased shall not be released from any debts due the Cooperative.

Section 4. Membership and Service Connection Fees. The membership fee shall be five dollars. Upon the payment of the membership fee and such service charge and deposit as may from time to time be set by the Board of Trustees of the Cooperative, the member shall be eligible for service.

Section 5. Purchase of Electric Energy. Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy used on the premises specified in the member's application for membership, and shall pay therefore monthly at rates which shall from time to time be fixed by the Board of Trustees; provided, however, that the Board of Trustees may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall pay to the Cooperative such minimum amount per month regardless of the amount of electric energy consumed, as shall be fixed by the Board of Trustees from time to time. Each member shall also pay all amounts owed by the member to the Cooperative as and when the same shall become due and payable. Payment for electricity shall include for each member a subscription to a publication or newsletter published on a periodic basis and consisting primarily of matters pertaining to rural electrification and to matters of interest to members of rural electric cooperatives.

Section 6. Termination of Membership. Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Trustees may prescribe. The Board of Trustees of the Cooperative may, by the affirmative vote of not less than two-thirds of all the trustees, expel any member who shall have refused or failed to comply with any of the provisions of the articles of incorporation, bylaws or rules or regulations adopted by the Board of Trustees, but only if such member shall have been given written notice by the Secretary of the Cooperative that such refusal or failure makes the member liable to expulsion and such refusal or 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 of Trustees or by vote of the members at any annual or special meeting.

Upon the withdrawal, death, cessation of existence or expulsion of a member the membership of such member shall thereupon terminate. Termination of membership in any manner shall not release a member or the member's estate from any debts due the Cooperative.

ARTICLE II

RIGHTS AND LIABILITIES OF MEMBERS

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

Section 2. Non-Liability for Debts of the Cooperative. The private property of the members shall be exempt from execution or other liability for the debts of

the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held in September, or as determined by the Board of Trustees, another day falling during the months of September or October of each year beginning with the year 2022, at such place in the County of Madison, Jefferson or Taylor of the State of Florida, as shall be determined by the Board of Trustees and shall be designated in the notice of the meeting, for the purpose of announcing Board of Trustees, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings. Special meetings of the members may be called by resolution of the Board of Trustees, or upon a written request signed by any three trustees, by the President, or by ten per centum or more of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the County of Madison, Jefferson or Taylor, State of Florida, specified in the notice of the special meeting.

Section 3. Notice of Members' Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, a district meeting or an annual meeting at which business other than that listed in Section 8 of this article is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than forty-five (45) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in

duty by the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at member's address as it appears on the records of the Cooperative, with postage thereon pre-paid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

Section 4. Quorum. Three percent, or such other lesser percent as may be from time to time hereafter provided for by the Laws of the State of Florida, of all members present in person shall constitute a quorum for the transaction of business at all meetings of the members. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice.

Section 5. Voting. Each member shall be entitled to only one vote. All questions shall be decided by a vote of a majority of the members voting thereon in person, except as otherwise provided by law, the articles of incorporation or these bylaws. No voting by mail or by proxy shall be permitted.

Section 6. Voting Districts. The territory served or to be served by the Cooperative shall be divided into nine districts, each of which shall contain as nearly as possible the same number of members*. Each district shall be represented by one trustee. The original nine Districts shall be as follows:

District No. 1; District No. 2; District No. 3;

District No. 4; District No. 5; District No. 6;

District No. 7; District No. 8; District No. 9.

Not less than sixty days before any meeting of the members at which trustees are to be elected, the Board of Trustees shall review the composition of the several districts and, if it should be found that inequalities in representation have developed which can be corrected by a re-delineation of districts, the Board of Trustees shall reconstitute the districts so that each shall contain as nearly as possible the same number of members.

**Division into districts may be on the basis of the distribution line layout without regard to political subdivision. Or, the basic unit for the delineation of districts may be the township, the county commissioner's district, or any other suitable political subdivision. If the latter plan is used, the basic unit shall be small enough so that serious inequalities in the membership of the various districts can be avoided.*

Section 7. Election of Trustees.

(a) Election at District Meetings. Not less than thirty days nor more than sixty days before the annual meeting of the members, the Board of Trustees shall call a separate meeting of the members of each district at a suitable place in such district for the purpose of electing one person as trustee to represent the members located within such district. The notice of such meeting shall be delivered to each member located in such district as provided in Section 3 of this Article and shall indicate the district to which such member belongs. The notice shall state that an election of their trustee to represent their District is to be made at the meeting. The meeting shall, however, be open for discussion of any other matters pertaining to the business of the Cooperative, regardless of whether or not such matters were listed in the notice of the meeting, and recommendations with respect thereto may be submitted to the Board of Trustees or the entire membership.

(b) In order for a member to be nominated at a district meeting for the position of trustee (including incumbent trustees) the member's name and intent to run for such position must be received by the Cooperative in writing at its headquarters in Madison, Florida at least 21 days before the district meeting at which nominations for trustee are to be made. After receiving such written notice, the Cooperative will confirm that the member is a resident of the district for which the member intends to be a candidate for trustee and is otherwise qualified to be a trustee. In the event that the member is not qualified to be a trustee, the Cooperative will notify the member of this in writing prior to the district meeting at which elections for trustee are to be made. The Secretary of the Cooperative shall, prior to the district meeting, certify the names of all prospective candidates who shall satisfy the said requirements.

The district meeting shall be called to order by the trustee representing the district or by another designated representative of the Board of Trustees, or, in their absence, by any member residing within the district. The members shall then proceed to elect a chairman, who shall be someone other than a trustee, and who shall appoint a secretary to act for the duration

of the meeting. Fifteen members residing in the District present at such duly called district meeting shall constitute a quorum provided, however, that members casting votes during voting hours in an election of trustees shall be counted as present in person for the determination of a quorum as provided by law. Members of other districts present at the meeting may be heard but shall have no vote. Only those persons who have been certified by the Secretary as provided in Section 7 (b) hereof, shall be considered nominated and eligible for election at the meeting. Candidates must be members residing in the district and must be certified as required by paragraph (b) of this section and possess the qualifications for trustee specified in Section 2 of Article IV of these bylaws.

(c) Voting shall be by ballot. Each member may vote for one candidate. The candidate receiving the highest number of votes shall be declared the trustee of the district. The minutes of such district meeting shall set forth, among other matters, the name of each person nominated at the meeting and the number of votes received by each and shall specify the trustee of the district. A certified copy of the minutes, signed by the secretary and the chairman of the district meeting, shall be delivered to the Secretary of the Cooperative within five days after such district meeting.

In the event of a tie vote, the winner of a coin toss shall be declared Trustee-elect.

(d) If only one qualified Trustee candidate is nominated or accepts nomination for a Trustee position, the Cooperative will dispense with balloting, no quorum will be required, and the candidate will be declared the Trustee-elect at the District Meeting.

In good faith, inadvertent, and unintended failure of a member to receive notice of the District Meeting does not affect an action taken at the District Meeting. The Cooperative's attorney shall have authority to rule upon all questions that may arise relating to member voting and the election of Trustees.

(e) Not less than ten days before an annual meeting of the members, the Secretary of the Cooperative shall mail to each member a list of the trustees elected at all district meetings, the names to be arranged by districts. This list may be included with the notice of the meeting.

(f) In the event the election of a trustee does not occur on the day designated herein for the district meeting due to being unable to establish a quorum at the district meeting,

the election of those qualified candidate(s) for trustee shall occur at the annual meeting of the members.

(g) Additional candidates for trustee for a particular district may be elected at the annual meeting; provided, no trustee was elected during a district meeting causing the district to be without a trustee elect. In order for a member to seek election at the annual meeting, the member's name and intent to run for such position must be received by the Cooperative, at least fifteen (15) days prior to the Annual Meeting of the members at which a trustee will be elected. After receiving such written notice, the Cooperative will confirm that the member is a resident of the district for which the member intends to be a candidate for trustee and is otherwise qualified to be a trustee. In the event that the member is not qualified to be a trustee, the Cooperative will notify the member in writing. The Secretary of the Cooperative shall, prior to the annual meeting, certify the names of all prospective candidates who shall satisfy the said requirements. Election of trustees shall be by printed ballot. Each member of the Cooperative present at the meeting shall be entitled to vote for one candidate from the district in which he receives service. The candidate from each district receiving the highest number of votes at this meeting shall be considered elected as trustee.

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 follows:

- a. Report as to the number of members present in order to determine the existence of a quorum.
- b. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
- c. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
- d. Presentation and consideration of reports of officers, trustees and committees.
- e. Announcement of trustees.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

ARTICLE IV

TRUSTEES

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

Section 2. Qualification and Tenure. The persons named as trustees in the articles of incorporation shall compose the Board of Trustees until the first Annual Meeting or until their successors shall have been elected and shall have qualified. If the election of trustees shall not be held on the day designated herein for the District Meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at the annual or a special meeting of the members as soon thereafter as conveniently may be. Trustees shall be elected by ballot at each District Meeting of the members beginning with the year 2019, by and from the members, to serve the established term of office or until the next Annual Meeting of the members or until their successors shall have been elected and shall have qualified. To become or remain a Trustee, a person must have the following general qualifications:

- (a) Is a natural person or individual;
- (b) Is not a current employee of the Cooperative, and if a former employee of the Cooperative who was not in good standing at the time that employment with the Cooperative ended, a minimum of three (3) years must have elapsed since the last day of employment with the Cooperative;
- (c) Has been subjected to a criminal background check administered by the Cooperative;
- (d) Has been subjected to a credit check performed by the Cooperative without evidence of a history of financial irresponsibility;
- (e) Is a member in good standing of the Cooperative without any disconnections for non-payment of utility services within the last five (5) years; and

(f) Be an individual who is a member and bona fide full-time resident of the district which the individual is to represent for at least 12 months preceding nomination;

(g) Has the capacity to enter into legally binding contracts;

(h) Has not acquired and does not have a financial interest in or relationship with an outside organization or individual having business dealings with the Cooperative if this interest or relationship would likely impair the ability of the trustee to serve the best interests of the Cooperative, and annually complete and sign a conflict-of-interest certification and disclosure form approved by the board;

(i) Is not related to a current trustee as defined in the Conflict of Interest Board Policy;

(j) Has not been previously removed as a trustee, or has not resigned as a trustee while a proceeding to remove him or her was pending;

(k) While a trustee and during the 5 years immediately before becoming a trustee, has not been convicted of or have pleaded guilty to a felony or first-degree misdemeanor; and

(l) Except as otherwise provided by board policy for good cause, attend at least two-thirds of all board meetings during each year of the trustee's term of office.

All persons desiring eligibility to become or remain a Trustee shall be required to (1) execute a document that affirms compliance with the qualifications as stated in this Article IV, Section 2 of these By-laws, and (2) provide a release for the Cooperative to investigate and acquire reports necessary to affirm such compliance in order to be deemed qualified.

After being elected, designated, or appointed, if a Trustee does not comply with all Trustee qualifications, then, except as otherwise provided by the Board for good cause, the Board shall disqualify the Trustee and the individual is no longer a Trustee if:

The Board notifies the Trustee in writing of the basis for, and provides the Trustee an opportunity to comment regarding, the Board's proposed disqualification; and within 60 days after the Board notifies the Trustee of

the proposed disqualification, the Trustee neither complies with nor meets the Trustee Qualification.

If a majority of Trustees authorized by these Bylaws complies with the Trustee Qualifications and approves a Board action, then the failure of a Trustee to comply with the Trustee Qualifications does not affect the board action.

Section 3. Removal of Trustees by Members. Any member may bring charges against a trustee by filing such charges in writing with the Secretary, together with a petition signed by at least ten per centum of the members and request the removal of such trustee by reason thereof. The trustee against whom such charges have been brought shall be informed in writing of the charges at least five days prior to the meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such trustees shall be considered and voted upon at the next regular or special meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations, except that the new trustee must reside in the same district as the trustee in respect of whom the vacancy occurs.

Section 4. Vacancies. Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of trustees by the members, a vacancy occurring in the Board of Trustees shall be filled by the affirmative vote of a majority of the remaining trustees for the unexpired portion of the term of the trustee in respect of whom the vacancy occurs. The member elected as trustee to fill the vacancy must reside in the same district as the trustee to whose office he succeeds.

Section 5. Compensation. Trustees as such shall not receive any salary for their services. By resolution of the Board of Trustees a fixed fee and expenses of attendance, if any, may be allowed to each trustee for attendance at each meeting of the Board of Trustees, and such may be allowed for the performance of other Cooperative business provided it has the prior approval of the Board of Trustees. Changes in the level of the fixed fee shall be approved by the members of the Cooperative at an annual or special meeting of the members. Except as provided herein, no trustee shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a trustee receive compensation for serving the Cooperative, unless the payment of compensation shall be specifically authorized by a vote of the members or the service of such trustee or close relative shall have been certified by the Board of Trustees as an emergency measure. The provisions of this Section regarding any close relative of a trustee shall not apply to a close relative of a trustee who was employed by the Cooperative prior to the election of such trustee.

ARTICLE V

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. A regular meeting of the Board of Trustees shall be held without notice other than this bylaw, immediately after, and at the same place as the annual meeting of the members. A regular meeting of the Board of Trustees shall also be held monthly at such time and place in Madison, Jefferson or Taylor County, Florida, as the Board of Trustees 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 meetings of Board of Trustees may be called by the President or by any three trustees, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the trustees calling the meeting shall fix the time and place for the holding of such meeting.

Section 3. Notice of Trustees' Meetings. Written notice of the time, place and purpose of any special meeting of the Board of Trustees shall be delivered not less than five

days previous thereto, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the trustees calling the meeting, to each trustee. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the trustee at his address as it appears on the records of the Cooperative, with postage thereon prepaid.

Section 4. Quorum. A majority of the Board of Trustees shall constitute a quorum, provided, that if less than such majority of the trustees is present at said meeting, a majority of the trustees present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent trustees of the time and place of such adjourned meeting. The act of the majority of the trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees.

ARTICLE VI

OFFICERS

Section 1. Number. The officers of the Cooperative shall be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board of Trustees may determine from time to time. The offices of Secretary and of Treasurer may be held by the same person.

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

Section 3. Removal of Officers and Agent by Trustees. Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interest of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer by filing such charges in writing with the Secretary together with a petition signed by ten per centum of the members and request the removal of the particular officer by reason thereof. The officer against whom such charges have been brought shall be informed in writing of the charges at least five days prior to the meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such officer shall be considered and voted upon at the next regular or special meeting of the members.

Section 4. President. The President shall:

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

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

Section 6. Secretary. The Secretary shall:

- (a) keep the minutes of the meetings for the members and of the Board of Trustees in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with these bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Cooperative and affix the seal of the Cooperative to all certificates of membership prior to the issue 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;
- (d) keep a register of the names and post office addresses of all members;
- (e) sign, with the President, certificates of membership, the issue of which shall have been authorized by the Board of Trustees or the members;
- (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 articles of incorporation and bylaws of the Cooperative containing all amendments thereto, which copy shall always be open to the inspection of any member, and at the expense of the Cooperative, forward a copy of the bylaws and of all amendments thereto to each member; and
- (h) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Trustees.

Section 7. Treasurer. The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) be responsible for the receipt of and the issuance of receipts for moneys due and payable to the Cooperative from any source whatsoever, and for the deposit of all such moneys 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) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Trustees.

Section 8. Chief Executive Officer. The Board of Trustees may appoint a Chief Executive Officer (CEO) who may be, but who shall not be required to be, a member of the Cooperative. The CEO shall perform such duties and shall exercise such authority as the Board of Trustees may from time-to-time vest in the CEO.

Section 9. Bonds of Officers. The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board of Trustees shall determine. The Board of Trustees at 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.

Section 10. Compensation. The powers, duties and compensation of any officers, agents and employees shall be fixed by the Board of Trustees, subject to the provisions of these bylaws with respect to compensation for trustees and close relative of trustees.

Section 11. Reports. The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the

previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII

NON-PROFIT OPERATION

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

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Trustees shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired.

After September 17, 2022, and thereafter, the Board of Trustees shall determine the method, basis, priority, and order of retirement, if any, for all amounts thereafter furnished as capital.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the Board of Trustees, in its discretion and business judgment, shall determine otherwise. In the event that a non-member patron shall elect to become a member of the Cooperative the capital credited to the account of such non-member patron may be applied by the Cooperative toward the payment of a membership fee on behalf of such non-member patron.

Notwithstanding any other provision of these bylaws, the Board of Trustees, at its discretion, shall have the power at any time upon death of any patron, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Trustees, in its discretion and business judgment, 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.

No member of the Cooperative shall be entitled to receive any retirement of capital credits if such member is delinquent in any indebtedness to the Cooperative in any manner. Any indebtedness due to the Cooperative by any member shall be set off against the capital

credits of such member at the time of the cash payment of such capital credits, whether the Statute of Limitations has run against such indebtedness of the member or not. If any patron or former patron fails to claim any check representing retirement of capital credits or other credits due members by the Cooperative within two (2) years after payment has been attempted by a check mailed to the last address provided by the patron to the Cooperative, such failure shall be and shall constitute an irrevocable assignment and gift by such patron of such credits to the Cooperative. At the discretion of the Board of Trustees, up to 25% of all such funds may be paid to the Cooperative's Energizing Education Scholarship Fund or a qualified educational charity as selected by the Board of Trustees. "Fails to claim" shall mean failure to negotiate a check or the return of a check mailed to the last address provided by the patron. "Qualified educational charity" means an educational charity accepted by the Internal Revenue Service as a 501(c)3 charity. The date of such assignment and gift shall be two (2) years from the date of the check issued in payment of such credit provided, however, that such assignment and gift shall not be effective until sixty days has expired from the date of publication in the Cooperative's newsletter or in a newspaper of general circulation (one publication) of a notice that unclaimed credits over two years old must be claimed within sixty (60) days or be deemed irrevocably assigned.

The Cooperative, before retiring any capital credited to any patron's account, shall deduct there from any amount owing by such patron to the Cooperative, together with interest thereon at the legal rate accruing on judgments in effect when such amount became overdue, compounded annually.

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 though 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.

Section 3. Patronage Refunds in Connection with Furnishing Other Services. In the event that the Cooperative should engage in the business of furnishing goods or services other than electric energy, all amounts received and receivable there from which are in excess of costs and expenses properly chargeable against the furnishing of such goods or services shall, insofar as permitted by law, be prorated annually on a patronage basis and returned to those patrons, members and non-members alike, from whom such amounts were obtained.

Section 4. Voluntary Contributions for Educational Scholarships. The Board of Trustees may in its discretion establish a post-secondary educational scholarship program for the benefit of Cooperative Members and their families to be funded through voluntary contributions from Members through monthly bills or otherwise with the administrative cost of such program being borne by the Cooperative.

ARTICLE VIII

DISPOSITION OF PROPERTY

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds of all of the members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Trustees 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 there from all upon such terms and conditions as the Board of Trustees shall determine, to secure any indebtedness of the Cooperative to United States of America or any instrumentality or agency thereof, or to secure any indebtedness of the Cooperative to any bank, financial

institution, corporation, cooperative, other entity, or person lending money or credit to the Cooperative.

ARTICLE IX

SEAL

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

ARTICLE X

FINANCIAL TRANSACTIONS

Section 1. Contracts. Except as otherwise provided in these bylaws, the Board of Trustees may authorize any officer or officers, agent or agents to enter into any 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 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, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 3. Deposits. All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board of Trustees may select.

Section 4. Change in Rates. Written notice shall be given to the Administrator of the Rural Utilities Service of the United States of America not less than ninety days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

Section 5. Fiscal Year. The fiscal year of the Cooperative shall begin on the first day of January of each year and end on the thirty-first day of December of the same year.

ARTICLE XII

MISCELLANEOUS

Section 1. Membership in Other Organizations. The Cooperative shall not become a member of any other organization without 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 upon such proposed membership as an item of business, provided, however, that notwithstanding the foregoing, in connection with any loan, mortgage, financing, or other transaction authorized by these bylaws, the Board of Trustees of the Cooperative, without authorization by the members, shall have full power and authority on behalf of the Cooperative to become a member in one or more other cooperatives or corporations or to own stock therein.

Section 2. Waiver of Notice. Any member or trustee may waive in writing, any notice of a meeting required to be given by these bylaws. The attendance of a member or trustee at any meeting shall constitute a waiver of notice of such meeting by such member or trustee, except in case a member or trustee 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 3. Rules and Regulations. The Board of Trustees shall have power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation or these bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

Section 4. Accounting System and Reports. The Board of Trustees 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 such accounting system as may from time to time be designated by the Administrator of the

Rural Utilities Service of the United States of America. All accounts of the Cooperative shall be examined by a committee of the Board of Trustees which shall render reports to the Board of Trustees at least four times a year at regular meetings of the Board of Trustees. The Board of Trustees 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. Such audit reports shall be submitted to the members at the following annual meeting.

ARTICLE XIII

AMENDMENTS

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

Voting on proposed changes to the bylaws shall be done in a manner insuring that only members or persons authorized to vote on behalf of an entity member vote.

C E R T I F I C A T E

I, George Webb, do hereby certify that I am Secretary of TRI-COUNTY ELECTRIC COOPERATIVE, INC., and that the foregoing is a true and correct copy of the By-Laws of TRI-COUNTY ELECTRIC COOPERATIVE, INC., including all amendments, additions, and revisions through September 17, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of TRI-COUNTY ELECTRIC COOPERATIVE, INC. this _____ day of September 2022.

George Webb

S E A L