



**Berkeley Electric
Cooperative**

Your Touchstone Energy® Cooperative



COOPERATIVE BYLAWS

(Revised 2022)

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Berkeley Electric Cooperative, Inc.

PREAMBLE TO BYLAWS

October 10, 1992

Berkeley Electric Cooperative is committed to providing the people and communities of the South Carolina Lowcountry with quality, dependable electric utility service. We are also committed to linking modern technology, economic development, community awareness and environmental stewardship in ways that enhance the live and insure the future of our member/owners for their communities.

To fulfill these commitments, we, the members of Berkeley Electric Cooperative, hereby adopt this Preamble to our Bylaws, stating our common goals, and directing the Board of Trustees to vigorously pursue these objectives.

FIRST, Berkeley Electric will pursue OPERATIONAL EXCELLENCE in all aspects of technology, services and member relations, by setting, achieving and maintaining high standards in management, productivity, efficiency and reliability in customer services, and by instilling in all employees a spirit of cooperation that motivates them to perform their jobs with knowledge, attention to detail, and genuine courtesy.

SECOND, Berkeley Electric Cooperative will provide EFFECTIVE COST MANAGEMENT by the wise use of resources, regular performance measurements, and the utilization of the most appropriate technology throughout its system for better service at competitive costs, and by taking appropriate measures to build equity, and take other steps, to move our organization toward financial independence.

THIRD, Berkeley Electric Cooperative will undertake ECONOMIC DEVELOPMENT that will establish this Cooperative as the energy provider of choice for the Lowcountry and will continue working to improve the economic development opportunities of its member/owners and their communities, especially in bringing new jobs, and retaining existing jobs.

FOURTH, Berkeley Electric Cooperative will insist upon SENSITIVITY TO PEOPLE by recognizing and understanding the concerns of its member/owners, employees, and community residents; by providing adequate resources to promote the civic and community interests of its member/owners; and by striving to ensure that all decisions concerning electric utility services are, whenever possible, in concert with the plans, goals and values of local communities.

FIFTH, Berkeley Electric Cooperative will act as a RESPONSIBLE STEWARD OF THE ENVIRONMENT, by providing electric power and other services in a fashion that protects the special beauty of the Lowcountry, avoids environmental degradation and recognizes that this non-profit, consumer-owned organization is an integral part of a united and living community.

BYLAWS OF BERKELEY ELECTRIC COOPERATIVE, INC.

Article I

MEMBERSHIP

SECTION 1.01. ELIGIBILITY. Any natural person, firm, association, corporation, business trust, partnership, federal agency, State or political subdivision or agency thereof, or any body politic (each hereinafter referred to as “person,” “applicant,” “him,” or “his”) shall be eligible to become a member of, and, at one or more premises owned, leased as lessor or lessee, or directly occupied or used by him, to receive electric service from, Berkeley Electric Cooperative, Inc. (hereinafter called the “Cooperative”). No person shall hold more than one membership in the Cooperative; and no membership shall be transferable.

SECTION 1.02. REQUIREMENTS FOR MEMBERSHIP; RENEWAL OF PRIOR MEMBERSHIP. Application for membership—whereby 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 duly adopted, repealed or amended (the obligations embraced by such agreement being hereinafter called “membership obligations”)—shall be made in writing on a form provided by the Cooperative. Payment of the membership fee in and of itself shall establish membership. With respect to any particular classification of service for which the Board of Trustees (“Board”) shall require it, such request shall be accompanied by a supplemental contract, executed by the applicant on a form provided by the Cooperative. The membership application 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 or executed supplemental contract that may be required by the Cooperative (hereinafter called “other payments, if any”), which fee and other payments, if any, shall be refunded in the event the application is denied. Any former member of the Cooperative may, by the sole act of paying a new membership fee and any outstanding account plus accrued interest thereon at a reasonable rate as from time to time established by the Board and in effect when such account first became overdue, compounded annually, together with other payments, if any, renew and reactivate any prior membership to the same effect as though the application has been newly made on the date of such payment.

SECTION 1.03. MEMBERSHIP FEE; SERVICE CONNECTION FEE OR DEPOSIT; SERVICE SECURITY AND FACILITIES EXTENSION DEPOSITS; CONTRIBUTIONS IN AID OF CONSTRUCTION. The membership fee shall be as fixed from time to time by the Board. The membership fee, together with other payments, if any, shall entitle the member to one service connection. A service connection fee or deposit, in such amount as shall be prescribed by the Cooperative, together with other payments, if any, shall be paid by the member for each additional service connection requested by him.

SECTION 1.04. JOINT MEMBERSHIP. A husband and wife, by jointly executing a membership application, may be accepted into joint membership or, if one of them is already a member, may, upon specifically so requesting in writing, automatically convert such membership into a joint membership. The words “member,” “applicant,” “person,” “his” and “him,” as used in 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 a vote, each shall cast only one-half (1/2) vote;
- (c) notice to, or waiver of notice signed or otherwise effected 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, respectively, suspension or termination of the joint membership;
- (e) each, but not both concurrently, shall be eligible to serve as a Trustee of the Cooperative, but only if both meet the qualifications required therefore; and
- (f) neither will be permitted to have any additional service connections except through their one joint membership.

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 Cooperative may deny an application and refuse to furnish service, or to continue service it has already begun furnishing, if prior to connection of service it determines, or thereafter it discovers, that the applicant is not willing or able to satisfy and abide by the Cooperative’s terms and conditions of membership or that such application should be, or should have been, denied for other good cause, including but not limited to the fact that furnishing service to the applicant would be or is in violation of one or more of the Cooperative’s service rules and regulations; PROVIDED, any person so denied and/ or refused shall have the right to be heard on the matter by the Board upon timely filing a written request therefor.

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, although it cannot and therefore does not guarantee a continuous and

uninterrupted supply thereof; and each member, for so long as such premises are owned, leased as lessor or lessee, 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 may in writing waive such requirement; and shall pay therefor at the times, and in accordance with the rules, regulations, 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 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 pro rata 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 furnished by members as capital, and each member shall be credited with the capital so furnished as provided in Article IX of these Bylaws.

SECTION 1.08. WIRING OF PREMISES, RESPONSIBILITY THEREFOR; RESPONSIBILITY FOR METER TAMPERING OR BY PASSING 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 Electric Code, of any applicable state code or 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 hold the Cooperative harmless from and indemnify it and its employees, agents and independent contractors from—death, injury, loss or damage resulting from any defect in or improper use or maintenance of such premises and all wiring and apparatuses connected to or used on the premises. Each member shall make available to the Cooperative a suitable site, as determined solely by the Cooperative, whereon to place the Cooperative's facilities for the furnishing and metering of service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto, safely and without interference from any hostile source, for meter reading, bill collecting and inspection, maintenance, replacement, relocation, repair or disconnection of such facilities, at all reasonable times. As part of the consideration for electric service, each member shall be the Cooperative's bailee of its 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 doing so. 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 facilities and their operation and to prevent any interference with or damage to them. If 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 hold harmless and indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage there from resulting, 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, reimburse 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. In no event shall the responsibility of the Cooperative for furnishing service 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, across, under and/or on such lands owned, or leased by or to, or mortgaged to, the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of service to him or other members, or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities. Each member shall participate in any required program that may be established by the Cooperative to enhance load management or more efficiently to utilize or to conserve electric energy, or to conduct load research, and shall comply with all related rates and service rules and regulations.

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 the 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 be in bad standing; and he shall not during such suspension be entitled to receive service 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 good standing, in which event he shall thereafter be

entitled to receive or continue receiving service from the Cooperative and to vote at meetings of its members.

SECTION 2.02. TERMINATION BY EXPULSION; RENEWED MEMBERSHIP.

Upon the failure of a suspended member to be automatically reinstated to full membership as provided in Section 2.01, he may, without further notice but only after due hearing before the Board if such is in writing requested by him, be expelled. After the expulsion of a member, he may not again become a member except upon new application therefor as provided in Sections 1.02 and 1.05. The Board, 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 his membership obligations.

SECTION 2.03. TERMINATION BY WITHDRAWAL OR RESIGNATION.

A member may, in good standing, withdraw or resign from membership upon such generally applicable conditions as the Board shall prescribe and upon either (a) ceasing to (or, with the approval of the Board, resigning his membership in favor of a new applicant who also shall) own, lease as lessor or lessee, or directly occupy or use all premises being furnished electric service pursuant to his membership, or (b) abandoning totally and permanently the use of central station electric service on such premises.

SECTION 2.04. TERMINATION BY DEATH OR CESSATION OF EXISTENCE; CONTINUATION OF MEMBERSHIP IN REMAINING OR NEW PARTNERS. The death of an individual natural person shall automatically terminate his non-joint membership upon receipt of notice by the Cooperative of the death of the person. The cessation of the legal existence of any other type of member shall automatically terminate such membership; PROVIDED, upon the dissolution for any reason of a partnership, or upon the death, withdrawal or addition of any individual partner, such membership shall continue to be held by such remaining and/ or new partner or partners as continue to own, or to lease as lessor or lessee, or directly to occupy or use the premises being furnished service pursuant to such membership in the same manner and to the same effect as though such membership had never been held by different partners; BUT PROVIDED FURTHER, neither a withdrawing partner nor his estate shall be released from any debts then due the Cooperative.

SECTION 2.05. 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, theretofore 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 shall not, unless the Board shall expressly so resolve, constitute a release of such person from his membership obligations so as to entitle him to purchase from any other person 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 his membership.

SECTION 2.06. EFFECT OF DEATH, LEGAL SEPARATION OR DIVORCE UPON A JOINT MEMBERSHIP. Upon the death of either of the spouses of a joint membership or their legal separation or divorce, such membership shall continue to be held solely by the Survivor, or by the separated or divorced one, whichever be the case, who continues directly to occupy or use the premises covered by such membership, if such be the case, in the same manner and to the same effect as though such membership had never been joint; PROVIDED, the estate of the deceased spouse or of the other separated or divorced spouse shall not be released from any debts due the Cooperative.

SECTION 2.07. ACCEPTANCE OF MEMBERS RETROACTIVELY. 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 Cooperative 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

MEETINGS OF MEMBERS

SECTION 3.01. ANNUAL MEETINGS. For the purpose of electing Trustees, hearing and passing upon reports covering the previous fiscal year, electing Trustees and transacting such other business as may properly come before the meeting, an annual meeting of the members shall be held in October of each year, at such place in one of the counties in which the Cooperative serves, and beginning at such hour, as the Board shall from year to year fix; PROVIDED, for cause sufficient to it, the Board may fix a different date not more than thirty (30) days prior or subsequent to October. It shall be the responsibility of the Board to make adequate plans and preparations for, and to encourage member attendance at, the annual member meeting and any special member 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 MEETINGS. A special meeting of the members may be called by resolution of the Board, upon written request by any three Trustees, by the Chairman or by petition signed by not less than ten (10%) percent of the then-total members of the Cooperative, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as provided in Section 3.03. The meeting shall be held at such place in one of the counties in which the Cooperative serves, on such date, but not sooner than sixty (60) days after the call for such meeting is filed if by a member petition, and beginning at such hour as shall be designated by him or those calling the same.

SECTION 3.03. NOTICE OF MEMBER MEETINGS. Written or printed notice of the place, day and hour of the meeting and, in the case of a special meeting or of 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 not less than thirty (30) 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. Any such notice delivered by mail may be included with member service billings or as an integral part of or with the Cooperative's monthly insert in "Living in South Carolina" or any successor publication. No matter the carrying of which, as provided by law or by the Cooperative's Articles of Incorporation or Bylaws, requires the affirmative votes of more than simple majority of the members voting thereon at any meeting of the members shall be acted upon at such a meeting unless notice of the matter shall have accompanied or been contained in the notice of the meeting, except as provided in subsection (b) of Section 11.01 of Article XI of these Bylaws. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the Cooperative's records, with postage thereon prepaid and postmarked at least thirty (30) days prior to the meeting date. In making such computation, the date of the meeting shall not be counted. The incidental and non-intended failure of any member to receive a notice shall not invalidate any action which may be taken by the members at the meeting and the attendance in person of a member at any such meeting shall constitute a waiver of notice thereof.

SECTION 3.04. QUORUM. (a) Except as otherwise provided in this Section 3.04, business may be transacted at any meeting of the members if there are present at least five (5%) percent of the then-total members of the Cooperative.

(b) The members may not vote on a question of removing a Trustee from office or to fill any vacancy that may thereby be created, or on a proposal to sell, lease as lessor, lease-sell, transfer, convey, exchange or otherwise dispose of all, or substantially all, of the Cooperative's properties and assets, or to dissolve the Cooperative, unless there are present in person at least ten (10%) percent of the then-total members of the Cooperative; PROVIDED, subsection (a), not this subsection (b), shall apply if the question is whether to merge or consolidate the Cooperative with one or more other electric cooperatives.

(c) If less than the required quorum is present at any meeting, a majority of those present in person may adjourn the meeting to another time and date.

(d) 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. Such records, together with all written ballots cast on any matter at the meeting, shall be impounded and retained by the Cooperative for a reasonable time, not less than three (3) months, after the adjournment of the meeting.

(e) Those members voting at an early voting site shall count towards a quorum.

SECTION 3.05. VOTING. Each member who is not in 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. 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 the member meeting, of satisfactory evidence entitling the person presenting the same so to vote. All matters 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. Members may not cumulate their votes or vote by proxy or by mail.

When at least one of the races for Cooperative Trustee is contested prior to the annual meeting, the Cooperative shall provide a method by which members of the Cooperative may cast a ballot in an election for Trustee on a day other than, and before, the annual meeting day.

SECTION 3.06 CREDENTIALS AND ELECTION COMMITTEE. (a) The Board shall, at least sixty (60) days before any meeting of the members, appoint a Credentials and Election Committee. The Committee shall consist of an uneven number of Cooperative members, not less than five (5) nor more than eleven (11), who are not members of the Nominating Committee and who are not existing Cooperative employees, agents, officers, trustees or known candidates for trustee, and who are not close relatives or members of the same household of any such person. In appointing the Committee, the Board shall have regard for the equitable representation of the several areas served by the Cooperative. The Committee shall elect its own chairman and secretary, the latter of whom may be a member of the Cooperative's staff, at its first meeting.

Incumbent trustees seeking reelection shall not directly or indirectly influence the nominations or credentials process. Said Trustees shall recuse themselves from participation in appointing the Committee, and Cooperative members on the Committee from their Trustee Districts shall be selected without their input or participation. Trustees may not appoint, direct, or cause a family member to become a member of the Committee. For purposes of this section, "family member" includes a spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and a member of the individual's immediate family.

(b) It shall be the responsibility of the Committee to establish or approve the manner of conducting member registration and to rule upon all questions that may arise with respect thereto; to count and announce the results of any votes cast on any matter except as provided in subsection (d) of this Section 3.06; and to rule upon the validity of petitions of nomination and the eligibility of candidates nominated by petition.

(c) The Committee shall also, except as provided in subsection (d), rule upon any protest or objection that is filed with respect to any aspect of the meeting; but in the event a member has a protest or objection concerning any election or other voting, such protest or objection must be filed in writing with the Committee during, or within ten (10) business days

next following the adjournment of the meeting in which the voting is conducted. The Committee shall thereupon be reconvened, upon notice from its chairman, not less than fourteen (14) days after such protest or objection is filed. The Committee shall hear such evidence as is presented by the protester(s) or objector(s), who may be heard in person, by counsel, or both, and any opposing evidence; and the Committee, by a vote of a majority of those present and voting, shall, within a reasonable time, but not later than thirty (30) days after such hearing, render its decision, the result of which may be to affirm the election or other voting, to change the outcome thereof, or to set it aside. The Committee may not affirmatively act on any matter unless a majority of the Committee is present. In the exercise of its responsibility, the Committee shall have available to it the advice of the Cooperative's legal counsel. The Committee's decisions (as reflected by a majority of those actually present and voting) shall be final, except as may thereafter be changed by a court having jurisdiction for such purpose.

(d) The Committee shall have no responsibility or authority with respect to any balloting, the conduct, supervision, counting and announcement of the results of which have by the Board been delegated to any other person(s).

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) Registration and casting of ballots for the election of Trustees;
- (2) Polls shall remain open for not less than four (4) hours;
- (3) Report on the number of members registered in person in order to determine the existence of a quorum;
- (4) 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;
- (5) Reading of unapproved minutes of previous meetings of the members and the taking of any appropriate action thereon;
- (6) Presentation and consideration of reports of officers, Trustees and committees;
- (7) Unfinished business; (7) New business; and (8) Adjournment.

Notwithstanding the foregoing, the Board may for any such meeting, 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

TRUSTEES

SECTION 4.01 NUMBER AND GENERAL POWERS. The business and affairs of the Cooperative shall be managed by a Board of nine (9) Trustees. The Board shall exercise all of the powers 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 or remain a Trustee of the Cooperative who:

- (a) while serving on the Board or during the five (5) years preceding his nomination thereto shall have been finally adjudged to be guilty of a felony; or
- (b) becomes, or at any time during the preceding five (5) years shall have been, employed by (or be a close relative of a person who becomes, or at any time within the preceding five (5) years shall have been employed by) a labor union which represents, or has represented, or has endeavored to represent any employees of the Cooperative; or
- (c) is, and if elected and seated as a Trustee will continue to be, a close relative of an incumbent trustee or of an employee of the Cooperative; PROVIDED, this restriction shall not apply to any Trustee who was such a close relative prior to, and who was an incumbent Trustee on the date of, the 1990 annual meeting of the members; or
- (d) has not continuously been, for at least one (1) year prior to his nomination, or who ceases after his election to be, a member in good standing of the Co- operative, receiving service therefrom at his primary residential abode in the Trustee District from which he is elected; For purposes of this Section, the terms 'primary residence' or 'principal residence' shall be determined according to South Carolina voter registration law. (except as provided in the first proviso in this Section, in which instance the member which qualifies a person's eligibility to be elected a Trustee must be and remain in good standing);
- (e) is employed by the Cooperative or was employed by the Cooperative at any time during the preceding seven (7) years; or
- (f) does not have the legal capacity to enter into a binding contract.

No person shall be eligible to become or remain a Trustee of, or to hold any other position of trust in, the Cooperative who is not at least eighteen (18) years old. A Trustee may not have a direct business relationship with the electric cooperative that is distinct from or in addition to the Trustee's mandatory cooperative membership.

Notwithstanding the restrictive provisions of this Section based upon close relative relationships, no incumbent Trustee shall lose eligibility to remain a Trustee or to be re-elected a Trustee if, during his incumbency, he became a close relative of another incumbent Trustee or of a Cooperative employee because of a marriage or an adoption to which he was not a party.

Upon establishment of the fact that a nominee for Trustee lacks eligibility under this Section or as may be provided elsewhere in these Bylaws, it shall be the duty of the Board to disqualify him. Upon the establishment of the fact that any person being considered for, or already holding, a Trusteeship or other position of trust in the Cooperative lacks eligibility under this Section, it shall be the duty of the Board to withhold such position from such person, or to cause him to be removed therefrom, as the case may be. Also, the office of a Trustee shall automatically become vacant if he misses as many as three (3) regular meetings of the Board during any twelve (12) consecutive such meetings, unless the remaining Trustees unanimously resolve that (1) there was good cause for such absences and (2) such cause will not likely result in such absences during the next ensuing twelve (12) consecutive regular Board meetings. Nothing contained in this Section shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board unless such action is taken with respect to a matter which is affected by the provisions of this Section and in which one or more of the Trustees have a personal interest in conflict with that of the Cooperative.

SECTION 4.03. ELECTION. At each annual meeting of the members, Trustees shall be elected by secret written or electronically registered ballot by the members, and, except as provided in the first proviso of Section 4.02 of these Bylaws, from among natural persons who are members; PROVIDED, if only one person shall have been nominated for a particular Trustee District, such nominee shall automatically be declared elected at the member meeting at which such Trusteeship would otherwise have been voted upon. Whenever there are two or more candidates for the same Trusteeship, the one receiving the highest number of votes shall win. Drawing by lot shall resolve, where necessary, any tie votes.

SECTION 4.04. TENURE. Trustees shall be so nominated and elected that one Trustee for each of Trustee Districts Nos. 1, 4 and 7 shall be elected for a three-year term at an annual member meeting; one Trustee for each of Trustee Districts Nos. 3, 6 and 9 shall be elected for a three-year term at the next succeeding annual member meeting; and one Trustee for each of Trustee Districts Nos. 2, 5 and 8 shall be elected for a three-year term at the next succeeding annual member meeting; and so forth. Upon their election, Trustees shall, subject to the provisions of these Bylaws with respect to the removal of Trustees, 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. If for any reason an election of Trustees shall not be held at an annual meeting of the members duly fixed and called pursuant to these Bylaws, such election may be held at an adjournment of such meeting or at a subsequently held special, or the next annual, meeting of the members. Failure of an election for a given year shall allow an incumbent whose Trusteeship would have been voted

upon to hold over only until the next member meeting at which a quorum is present and until his successor shall have been elected and shall have qualified.

SECTION 4.05. TRUSTEE DISTRICTS. The territory served by the Cooperative shall be divided into nine (9) Trustee Districts. Each District shall be represented by one Trustee. Beginning with the election or appointment of Trustees after the 1990 annual meeting of the members, the Trustee Districts shall be as revised and adopted by the Board at its regular meeting in September 1990. A map prepared by Southern Engineering Company, dated February 5, 1985, and showing the geographic areas served by the Cooperative, the locations of its electric lines and the boundaries of each of the Trustee Districts, is on file in each of the Cooperative's business offices and is available for inspection by any member upon request during the Cooperative's normal business hours. The descriptions of the Trustee Districts as so shown are incorporated into this Section 4.05 by reference. Every even numbered year, the Board, not less than one hundred twenty (120) days prior to the first date on which the annual member meeting may be scheduled pursuant to these Bylaws to be held, shall review the Trustee Districts. If the Board determines that the boundaries of Districts should be altered so as to correct any substantially inequitable factors, such as but not limited to the numbers of members, communities of interest, operating areas or natural or man-made landmarks, it shall alter such boundaries and shall timely notice the members that such alterations have been made and that the above identified map has been revised accordingly and is available for inspection by any member so requesting. From and after such notice, this Section 4.05 shall have been effectively amended accordingly, except that such boundaries may also be altered by amendment of these Bylaws by the members from time to time: PROVIDED, any change so made by action of the Board shall be in full force and effect until at least the completion of the election of Trustees at the annual meeting of the members first thereafter held; AND PROVIDED FURTHER, no such amendment by the Board shall become effective so as to cause the vacancy of any Trustee's office prior to the time his term would normally expire unless such Trustee consents thereto in writing.

SECTION 4.06. NOMINATIONS. It shall be the duty of the Board to appoint, not less than one hundred twenty (120) nor more than one hundred fifty (150) days prior to the date of a meeting of the members at which Trustees are to be elected, a Nominating Committee, consisting of nine (9) members of the Cooperative who are not existing Cooperative employees, agents, officers, Trustees or known candidates for Trustees, who are not close relatives or members of the same household of any such person, and who are so selected that each of the Cooperative's Trustee Districts shall have one representative thereon. Incumbent trustees seeking reelection shall not directly or indirectly influence the nominations or credentials process. Said Trustees shall recuse themselves from participation in appointing the Committee, and Cooperative members on the Committee from their Trustee Districts shall be selected without their input or participation. Trustees may not appoint, direct, or cause a family member to become a member of the Committee. For purposes of this section, "family member" includes a spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and a member of the individual's immediate family. The Committee shall prepare and post at all offices of the Cooperative at least ninety (90) days before the meeting a list

of nominations for Trustees to be elected, listing separately the nominee(s) for each Trusteeship and Trustee District for which a Trustee must, pursuant to this Article, be elected at the meeting. The Committee may include as many nominees for any Trustee to be elected for a Trustee District as it deems desirable, but it shall not make a nomination until it shall have first determined that the nominee is qualified to serve as a Trustee in accordance with the provisions of Section 4.02 and, if elected, will serve. Any fifty (50) or more members of the Cooperative, acting together, may make additional nominations in writing over their signatures, listing their nominee(s) in like manner and filing the same with the Cooperative not less than sixty (60) days prior to the meeting and the Secretary shall post such nominations at the same place where the list of nominations made by the Committee is posted. The Secretary shall mail to the members with the notice of the meeting, or separately, but at least ten (10) days prior to the date of the meeting, a statement of the names and addresses of all nominee(s) for each Trustee District for which a Trustee must be elected, distinguishing clearly those nominated by the Committee and those nominated by petition, if any. Additional nominations from the floor shall not be allowed.

For purposes of these bylaws, any requirement that certain acts occur sixty (60) days prior to the annual meeting date, sixty (60) days is defined as full calendar days, not including the day of the meeting. For example, if a sixty (60) day count is September 13, then the deadline is at the close of business the previous day, on September 12. If the sixty (60) day count is a Saturday, Sunday, or Holiday, then it would be the business day prior to that.

SECTION 4.07. VOTING FOR TRUSTEES; VALIDITY OF BOARD ACTION. In the election of Trustees, each member shall be entitled to vote for one (1) nominee for each Trusteeship to be elected. Ballots marked in violation of the foregoing restriction with respect to one or more Trustee Districts shall be invalid and shall not be counted with respect to such District(s). Notwithstanding the provisions contained in this Section, failure to comply with any of them shall not affect in any manner whatsoever the validity of any action taken by the Board after the election of Trustees.

SECTION 4.08. REMOVAL OF TRUSTEES BY MEMBERS. Any member may bring one or more charges for cause against any one or more Trustees and may request the removal of such Trustee(s) by reason thereof by filing with the Secretary such charge(s) in writing together with a petition signed by not less than ten (10%) percent of the then-total members of the Cooperative, which petition calls for a special member meeting the stated purpose of which shall be to hear and act upon such charge(s) and, if one or more Trustees are recalled, to elect their successor(s), and which specifies the place, time and date thereof, not sooner than sixty (60) days after the filing of such petition, or requests that the matter be acted upon at the subsequent annual member meeting if such meeting will be held not sooner than sixty (60) 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 Trustee(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

Trustee(s) against whom the charge(s) have been made, of the member(s) filing the charge(s) and the purpose of the meeting shall be contained in the notice of the meeting, or separately noticed to the members, not less than ten (10) days prior to the member meeting at which the matter will be acted upon; PROVIDED, the notice shall set forth (in alphabetical order) only twenty (20) of the names of the members filing one or more charges if more than twenty (20) members file the same charge(s) against the same Trustee(s). Such Trustee(s) shall be informed in writing of the charge(s) after the petition has been validated and at least twenty (20) days prior to the meeting 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 other 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, and shall be heard first. The question of the removal of such Trustee(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 such meeting without compliance, with the foregoing provisions with respect to nominations; PROVIDED, the question of the removal of a Trustee shall not be voted upon at all unless some evidence in support of the charge(s) against him shall have been presented to the meeting. A newly elected Trustee shall be from the same Trustee District as was the Trustee whose office he succeeds and shall serve the unexpired portion of the removed Trustee'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 Trustees by the members, a vacancy occurring on the Board must be filled by the membership at the next annual meeting for the remainder of the unexpired term. However, if the vacancy occurs more than six months from the next annual meeting, a Nominations Committee may be appointed by the Board of Trustees to choose an Interim Trustee to serve until the next annual meeting. At the next annual meeting, the Interim Trustee may run for the remainder of the unexpired term. In exercising its authority pursuant to this provision, the Nominations Committee may not appoint a family member of the Trustee whose departure created the vacancy. For purposes of this Section, "family member" means a spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and a member of the individual's immediate family. Additionally, the Nominations Committee may not appoint an individual associated with the Trustee whose departure created the vacancy. For purposes of this section, "associated" includes an individual with whom the person or a member of their immediate family mutually has an interest in any business of which the person or a member of their immediate family is a director, officer, owner, employee, compensated agent, or holder of stock worth one hundred thousand dollars or more at fair market value and which constitutes five percent or more of the total outstanding stock of any class. Any Interim Trustee or successor Trustee must be from the same Trustee District as the Trustee whose office was vacated.

SECTION 4.10. COMPENSATION; EXPENSES. Trustees shall, as determined by resolution of the Board, receive, on a per diem basis, a fixed fee, which may include insurance benefits, for attending meetings of the Board, and when such is approved by the Board, for the performance of their duties otherwise. Trustees shall also receive advancement or reimbursement

of any travel and out-of-pocket expenses actually, necessarily and reasonably incurred in performing their duties. Except as may already be the case with respect to one or more permanent employees on October 13, 1990, no close relative of a Trustee shall be employed by the Cooperative and no Trustee shall receive compensation for serving the Cooperative in any other capacity. AND PROVIDED FURTHER, an employee shall not lose eligibility to continue in the employment of the Cooperative if he becomes a close relative of a Trustee because of a marriage or adoption to which he was not a party. A Trustee may not have a direct business relationship with the electric cooperative that is distinct from or in addition to the Trustee's mandatory cooperative membership.

SECTION 4.11. COMMITTEES. The Board may designate from among its members an executive committee and other committees, and delegate to such committee or committees so much of the authority of the Board as it deems advisable and is permitted by law.

SECTION 4.12. RULES, REGULATIONS, RATE SCHEDULES AND CONTRACTS. The Board shall have power to make, adopt, amend, abolish and promulgate such 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.

SECTION 4.13. ACCOUNTING SYSTEM AND REPORTS. The Board 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 the Cooperative's financial operations during, and its financial condition as of the end of, such year. A summary of such financial operations and condition 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 4.14. COOPERATIVE NEWSLETTER. For the purpose of disseminating information devoted to the economical, effective and conservative use of electric energy, the Board shall be empowered, on behalf of and for circulation to the members periodically, a cooperative "newsletter" insert therein covering local activities and operations of the Cooperative. The annual subscription price for such publication shall be not more than \$4.00, which shall be deducted from any funds accruing in favor of such members, so as to reduce such funds in the same manner as would any other expense of the Cooperative

SECTION 4.15. TRUSTEES EMPOWERED TO PROMOTE ECONOMIC DEVELOPMENT. The Board is empowered to promote economic development of the general areas in or near to which the Cooperative serves. Such promotion may include, but shall not be limited to, (a) membership in or ownership of securities issued by other organizations engaged in

such promotion, (b) expending, investment, lending or underwriting reasonable amounts of funds, and (c) acquisition, through purchase, lease, option or otherwise, of land and other properties for resale, lease or sublease to institutional, commercial and industrial enterprises or other entities.

ARTICLE V

MEETINGS OF TRUSTEES

SECTION 5.01. REGULAR MEETINGS. A regular meeting of the Board 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. A regular meeting of the Board shall also be held monthly at such date, time and place in Berkeley County, South Carolina, as the Board may provide by resolution; PROVIDED, the Board may from time to time resolve to hold a regular meeting at some place in some other county in which the Cooperative serves. Except when business to be transacted thereat shall require special notice, such regular monthly meeting may be held without notice other than such resolution; PROVIDED, any Trustee absent from any meeting of the Board at which such a resolution initially determines or makes any change in the date, time or place of a regular meeting shall be entitled to receive written notice of such determination or change at least five (5) days prior to the next regular meeting of the Board; AND PROVIDED FURTHER, if a policy therefor is established by the Board, the Chairman may change the date, time or place of a regular monthly meeting for good cause and upon not less than five (5) days' notice thereof to all Trustees.

SECTION 5.02. SPECIAL MEETINGS. A special meeting of the Board may be called by the Board, by the Chairman or by any three (3) Trustees, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as provided in Section 5.04. The Board, the Chairman, or the Trustees calling the meeting shall fix the date, time and place for the meeting, which shall be held in one of the counties in South Carolina within which the Cooperative serves, unless all Trustees consent to its being held in some other place in South Carolina or elsewhere. Special meetings, upon proper notice as otherwise provided in Section 5.04, may also be held via telephone conference call, without regard to the actual location of the Trustees at the time of such a telephone conference meeting, if all the Trustees consent thereto. During special meetings, the Board may not act regarding rates, fees, charges, Board composition or Board compensation.

SECTION 5.03. ATTENDANCE AT BOARD MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS DEVICE. If no other Trustee objects, a Trustee may attend and participate in a Board meeting by being continuously connected thereto by telephone or other telecommunications device in such a manner that he may speak to and be heard by such meeting and all other Trustees there present may hear and speak to him.

SECTION 5.04. NOTICE OF TRUSTEES MEETINGS. Written notice of the time, place, and purpose, of any regular meeting of the Board of Trustees shall be posted on the

Cooperative's website and at the Cooperative's principal place of business at least ten days in advance of the regular meeting. Written notice of the time, place and purpose of any special meeting of the Board of Trustees shall be posted on the Cooperative's website and at the Cooperative's principal place of business at least twenty-four hours in advance of the regular meeting. Such special meeting notice shall be delivered not less than two days previous thereto; by written, oral, or electronic means, by or at the discretion 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. The attendance of a Trustee at any meeting of the Board shall constitute waiver of notice of such meeting.

SECTION 5.05. QUORUM. The presence in person of a majority of the Trustees in office shall be required for the transaction of business and the affirmative votes of a majority of the Trustees present and voting shall be required for any action to be taken; PROVIDED, a Trustee who by law or these Bylaws is disqualified from voting on a particular matter shall not, with respect to consideration of that matter, be counted in determining the number of Trustees in office or present; AND PROVIDED FURTHER, if less than a quorum be present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time, but shall cause all Trustees 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 be a Chairman, Vice Chairman, Secretary and Treasurer, and such other officers as may from time to time be determined by the Board. 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 at the first meeting of the Board held after the annual meeting of the members. Drawing by lots, when necessary, shall resolve tie votes. 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 Trustees and to the removal of officers by the Board. Any other officers may be elected by the Board from among such persons and with such title, tenure, responsibilities and authorities as the Board may from time to time deem advisable.

SECTION 6.03. REMOVAL. Any officer, agent or employee elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Cooperative will thereby be served.

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

SECTION 6.05. CHAIRMAN. The Chairman shall:

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

SECTION 6.06. VICE CHAIRMAN. In the absence of the Chairman, or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman; and shall perform such other duties as from time to time may be assigned to him by the Board.

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 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 see that the seal of the Cooperative is affixed to certificates of membership, if any, 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 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) have general charge of the books of the Cooperative in which a record of the members is kept;
- (f) 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
- (g) in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the Board.

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 Treasurer and such other duties as from time to time may be assigned to him by the Board.

SECTION 6.09. DELEGATION OF SECRETARY'S AND TREASURER'S RESPONSIBILITIES; FACSIMILE SIGNATURES. Notwithstanding the responsibilities and authorities of the Secretary and of the Treasurer provided in Sections 6.07 and 6.08, the Board 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 Trustees; and to the extent the Board does so delegate with respect to any such officer, that officer as such shall be released from such duties, responsibilities and authorities. Any documents requiring the signature of any officer may be affixed with his facsimile signature unless his manuscript signature is required by law.

SECTION 6.10. PRESIDENT, CHIEF EXECUTIVE OFFICER. The board shall appoint a President who may be but shall not be required to be a member of the Cooperative, and who also may be designated Chief Executive Officer. Such officer shall perform such duties as the Board may from time to time require and shall have such authority as the Board may from time-to-time vest in him; and the Board shall set forth and maintain, and shall from time to time review and as appropriate revise, a written description of such duties and authorities.

SECTION 6.11. BONDS. The Board 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 shall determine. The Board 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 costs 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 Trustee or close relative of a Trustee 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. The Cooperative shall indemnify and hold harmless its past and present Trustees and officers, including the President and Chief Executive Officer— and may but shall not be obligated to so indemnify and hold harmless one or more of its past and present agents and other employees— against liability and related costs, including reasonable attorney’s fees, because of any act or omission in connection with their relationship to the Cooperative in such capacities, to the maximum extent allowable by law, including, and supplementary and subject to, but not limited to, S.C. Code Ann. Section 33-49-690; and may purchase insurance to cover such indemnification.

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.

SECTION 6.14. “CLOSE RELATIVE” DEFINED. As used in these Bylaws, “close relative” means a person who, by blood or in law, including half, foster, step and adoptive kin, is either a spouse, child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew or niece of the principal.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.01. CONTRACTS. Except as otherwise provided by law or these Bylaws, the Board may authorize any Cooperative officer, agent or employee 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 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, agent or employee of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board.

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 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 not contrary to, or inconsistent with, the Cooperative's Articles of Incorporation or its Bylaws. Such certificate shall be signed by the Chairman and Secretary, and the Cooperative seal shall be affixed thereto.

SECTION 8.02. ISSUE OF MEMBERSHIP CERTIFICATES. No certificate shall be issued for less than the membership fee fixed by the Board nor until such fee and other payments, if any, shall have been fully paid.

SECTION 8.03. LOST CERTIFICATE. In case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Cooperative as the Board 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 patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

SECTION 9.02. PATRONAGE CAPITAL IN CONNECTION WITH FURNISHING ELECTRIC ENERGY. In the furnishing of electric energy, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a nonprofit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of electric power and energy in excess of operating costs and expenses properly chargeable against the furnishing of electric power and 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 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 with a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account; PROVIDED, individual notices of such amounts furnished by each patron shall not be required if the Cooperative notifies all patrons of the aggregate amount of such excess and provides a clear explanation of how each patron may compute and determine for himself the specific amount of capital so credited to him. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

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

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; PROVIDED, insofar as gains may at that time be realized from the sale of an appreciated asset, such gains shall be distributed to all persons who were patrons during the period the asset was owned by the Cooperative in proportions to the amount of business done by such patrons during that period, insofar as is practicable, as determined by the Board, before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board 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. Notwithstanding any other provisions of these Bylaws, the Board shall determine the method of allocation, basis, priority and order of retirement, if any, for all amounts furnished as patronage capital. The Board shall also have the power to adopt rules providing for the separate retirement of that portion ("power supply or other service or supply portion") of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by an organization furnishing power supply or any other service or supply to the Cooperative. Such rules shall (a) establish a method for determining the portion of such capital credited to each patron or each applicable fiscal year, (b) provide for separate identification of the Cooperative's books of such portions of capital credited to the Cooperative's patrons, (c) provide for appropriate notifications to patrons with respect to such portions of capital credited to their accounts and (d) preclude a general retirement of such portions of capital credited to patrons for any fiscal year prior to the general retirement of other capital credited to patrons for the same year or of any capital credited to patrons for any prior fiscal year.

Capital credited to the accounts of each patron shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or

successors in occupancy in all of a part of such patron's premises served by the Cooperative, unless the Board, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provisions of these Bylaws, the Board shall at its discretion have the power at any time upon 1) termination of membership or 2) the death of any patron, who was a natural person if the legal representative of their estate shall request in writing that the capital so credited or assigned, as the case may be, be retired prior to the time such capital would otherwise be retired under the provisions of the Bylaws, to retire such capital immediately upon such terms and conditions as the Board, acting under policies of general application; provided however, that the financial condition of the Cooperative will not be impaired thereby. Any such early patronage retirement payments approved under this provision will be discounted through a present value calculation.

Notwithstanding any other provisions of these Bylaws, when the Cooperative receives notice of a patron filing for bankruptcy protection, the Board, at its discretion, acting upon policies of general application and otherwise upon such terms and conditions as the Board shall determine, may retire prior to the time such capital would otherwise be retired under the provisions of these Bylaws, the capital credits of such patron and pay the discounted amount to the bankruptcy estate or as otherwise directed by the bankruptcy court or applicable law.

The Cooperative, before retiring any capital credit any patron's account, shall deduct therefrom any amount owed and overdue by such patron to the Cooperative, together with interest thereon at a reasonable rate as from time to time established by the Board in effect when such amount became overdue, compounded annually.

Regardless of a statute of limitation or other time limitation, after retiring Capital Credits allocated to a Patron or former Patron, the Cooperative may recoup, offset, or setoff an amount owed to the Cooperative by the Patron or former Patron, including any compounded interest and late payment fee, by reducing the net present value amount of retired Capital Credits paid to the Patron or former Patron by the amount owed to the Cooperative. Net present value shall be determined using the then- applicable discount rate for discounted capital credits in accordance with Board-approved discounting guidelines and any other terms and conditions generally published to the membership or otherwise specifically agreed upon by the Cooperative, the Patron or the Patron's legal representative."

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 offices.

SECTION 9.03. PATRONAGE REFUNDS IN CONNECTION WITH FURNISHING OTHER SERVICES. In the event the Cooperative should engage in the business of furnishing goods or services other than electric power and energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable thereto shall, insofar as permitted by law, be prorated annually on a patronage basis and returned to those patrons from whom such amounts were obtained at such time, in such manner and in such order of priority as the Board shall determine. Any Corporation, Partnership, Limited Liability Partnership, Limited Liability Company or similar entity in which the Cooperative is a partner or shareholder is exempt from this section.

ARTICLE X

WAIVER OF NOTICE

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

ARTICLE XI

DISPOSITION AND PLEDGING OF PROPERTY; DISTRIBUTION OF SURPLUS ASSETS ON DISSOLUTION

SECTION 11.01. DISPOSITION AND PLEDGING OF PROPERTY.

(a) Not inconsistently with S.C. Code Ann. 33-49-260 and 33-49-270 and subsection **(b)** hereof, the Cooperative may authorize the sale, lease, lease-sale, exchange, transfer or other disposition of all or substantially all of the Cooperative's properties and assets only upon the affirmative votes of two-thirds (2/3) of the then total members of the Cooperative at a duly held meeting of the members. However, the Board shall have full power and authority (1) to borrow monies from any source and in such amounts as the Board may from time to time determine; (2) to mortgage or otherwise pledge or encumber any or all of the Cooperative's properties or assets as security therefor; and (3) to sell, exchange, transfer or otherwise dispose of merchandise and property no longer necessary or useful for the operation of the Cooperative.

(b) Supplementary to the first sentence of the foregoing subsection **(a)** and any other applicable provisions of law or these Bylaws, no sale, lease, lease-sale, exchange, transfer or

other disposition of all or substantially all of the Cooperative's properties and assets ("transaction") shall be authorized except in conformity with the following:

- (1) If the Board looks with favor upon any proposal for any such transaction, it shall first appoint three persons, each of whom is independent of the Cooperative and of the other two and is expert in electric utility property evaluations, and commission them, separately, to study, appraise and evaluate such assets and properties, including their going concern value and the values associated with the right of the members to participate in the ownership and control of the Cooperative. Such appraisers shall be instructed to, and shall, take into account any other factors they may deem relevant in determining the present market value of such assets and properties. Within not more than sixty (60) days after their appointment and commission, each appraiser shall render his highest determination of such present value. The Board shall not recommend and submit any proposal that within one (1) year theretofore or thereafter it shall have received for such a transaction—or, within one (1) year thereafter, make an offer of such a transaction—for a consideration that is less than the highest such determination rendered by the appraisers; nor shall it, following the expiration of one (1) year thereafter, make such a recommendation or offer without, again, first complying with the foregoing appraisal requirements.
- (2) If, after receiving such appraisals, the Board resolves to pursue the matter further, it shall, within sixty (60) days after adoption of such resolution, transmit the appraisals, together with any underlying data and information that may have accompanied them, to every other electric cooperative corporately sited and operating in South Carolina and invite it to submit competing or alternative proposals, including proposals to merge or consolidate with the Cooperative. Such appraisals shall also be accompanied by any proposal for such a transaction received by the Cooperative with one (1) year prior to the receipt of the last appraisal or received subsequent thereto but prior to the adoption of such resolution; PROVIDED, only the most recent proposal from any entity that has made two or more proposals need be so transmitted. Such other Cooperatives shall be given at least sixty (60) days within which to submit competing or alternative proposals, and they shall be notified in such, transmittal of the actual final date for such submissions.
- (3) If, after such date, the Board so resolves, it shall recommend and submit to the members (1) a proposal for such transaction or (2) a proposal to merge or consolidate the Cooperative with one or more other electric cooperatives, but it shall accompany the proposal with verbatim copies of all competing or alternative proposals it has received, together with all of the appraisals and any underlying data and information that may have accompanied such appraisals. The Board shall submit such recommendation and information to the members not less than sixty (60) days before calling and noticing a special meeting of the

members thereon or, if such be the case, the next annual member meeting, stating in detail each of any such proposals. The meeting shall be held not less nor more than twenty-five (25) days after the giving of notice thereof.

- (4) Any three hundred (300) or more members of the Cooperative may, over their respective signatures and within not less than thirty (30) days prior to the date of such member meeting, petition the Cooperative to mail to all of the Cooperative's members any statement of opposition to the Board's recommendation and/or of their own recommendation that a competing or alternative proposal, which may be a proposition to merge or electric cooperatives, be accepted and approved by the members at such meeting, in which event the Board shall cause a printed copy of the petition, including the printing of the names of the member signatories thereof, together with a printed copy of the statement, to be transmitted to all of the cooperative's members via the United States mail not less than twenty-five (25) days prior to such member meeting, with the cost of such printing and mailing to be borne by the Cooperative. If so mailed, such petition and statement shall constitute sufficient notice of any such recommended competing or alternative proposal for the same to be considered and acted upon at such meeting, but not until if and after the proposal recommended by the Board shall have first been considered and rejected by vote of the members.

(c) No offer of such a transaction, whether made to or by the Board, shall be valid or, if made and accepted, enforceable unless the total consideration to be paid or otherwise furnished therefor, to the extent that the same is in excess of the amounts necessary to discharge or to provide for the discharge of all of the Cooperative's debts, obligations and liabilities, shall be distributed to or, if such be the case, allocated and assigned to the patrons or former patrons of the Cooperative in the manner provided for in the Articles of Incorporation, Bylaws or applicable law.

(d) Neither subsection (a) nor (b) of this Section 11.01 shall apply to a Board recommended legal merger or consolidation of the Cooperative with one or more other electric cooperatives, or to a sale, exchange or transfer if such is in the nature of a forced sale for the reason that the purchaser possesses and otherwise would exercise a legal right to acquire, damage, relocate, remove or destroy such property and assets by condemnation or otherwise without the Cooperative's consent. Subsection (b) shall not apply to a Board-recommended transaction if the substantive, although not technically legal, effect thereof is to merge or consolidate the Cooperative with one or more other electric cooperatives.

SECTION 11.02. DISTRIBUTION OF SURPLUS ASSETS ON DISSOLUTION.

Upon the Cooperative's dissolution, any assets remaining after all debts, liabilities and obligations of the Cooperative has been satisfied and discharged, or provisions made therefor, shall, to the extent practicable as determined by the Board, not inconsistently with the provisions of S.C. Code Ann. Sections 33-49-1030 through 33-49-1070 and of the third paragraph of Section 9.02 of these

Bylaws, be distributed without priority but on a patronage basis among all persons who are or have been members of the Cooperative at any time during the seven (7) years next preceding the date of the filing of the certificate of dissolution; PROVIDED, HOWEVER, if too small to justify the expense of making such distribution, the Board may, in lieu thereof, donate, or provide for the donation of, the surplus to one or more nonprofit charitable or educational organizations that are exempt from Federal income taxation.

ARTICLE XII

FISCAL YEAR

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

ARTICLE XIII

RULES OF ORDER

Parliamentary procedure at all meetings of the Members, of the Board, of any committee provided for in these Bylaws and of any other committee of the members or Board 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 or Bylaws. This Article shall be subordinate to any other provisions of these Bylaws pertaining to the votes required for action by members, Trustees 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, South Carolina.

ARTICLE XV

AMENDMENTS

SECTION 15.01. POWER TO AMEND. The Cooperative's Bylaws may be adopted, amended or repealed ("changed") by the members; PROVIDED, either the Board or the members may declare the repeal of any bylaw provision if, as established by law, such is illegal or has become a legal nullity. These Bylaws are subject to Law and the Articles of Incorporation of the Cooperative. If, and to the extent that, a Bylaw conflicts with Law or the Articles, then the Law or Articles control.

SECTION 15.02. PROCEDURE FOR AMENDING. A bylaw may be changed only if the change or an accurate summary explanation thereof is noticed to the members and is sponsored by the Board or by at least three hundred (300) members who over their signatures, at least sixty (60) days prior to the date of the member meeting at which such change will be acted upon, 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; PROVIDED, if the Cooperative is presented with such a petition over the signatures of less than three hundred (300) 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 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 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. No proposed bylaw change may be amended from the floor of the member meeting at which it is being considered.

SECTION 15.03. FILING DEADLINE DEFINED. For purposes of these bylaws, any requirement that certain acts occur sixty (60) days prior to the annual meeting date, sixty (60) days is defined as full calendar days, not including the day of the meeting. For example, if a sixty (60) day count is September 13, then the deadline is at the close of business the previous day, on September 12. If the sixty (60) day count is a Saturday, Sunday, or Holiday, then it would be the business day prior to that.

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(e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **Mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **Fax:**
(833) 256-1665 or (202) 690-7442; or
3. **Email:**
Program.Intake@usda.gov

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