EXHIBIT B

Board Resolution, August 25, 2015

BYLAWS
OF
BOWIE-CASS ELECTRIC COOPERATIVE, INC.

(As Last Amended August 25, 2015)

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BYLAWS
OF
BOWIE-CASS ELECTRIC COOPERATIVE, INC.

(As Last Amended August 25, 2015)

ARTICLE I
GENERAL

Section 1.01. Defined Terms. These Bylaws define certain words, phrases, and terms ("Defined Terms"). In general, Defined Terms are: (1) defined in a full sentence or part of a sentence; (2) capitalized, underlined, and enclosed within quotation marks when defined; (3) enclosed within parentheses when defined in part of a sentence; and (4) capitalized when otherwise used in these Bylaws. Subject to the context requiring otherwise, Defined Terms have the meaning specified in these Bylaws.

The following Defined Terms are defined in the Bylaw Sections noted in parentheses:

Annual Meeting (3.01(a)); Articles (1.02);

Board (2.02);

Candidate Application (6.05(a)); Capital Credits (10.02(a)); Cast Ballot (4.06); Cause (6.09); Close Relative (6.02); Cooperative (Introduction); Cooperative Records (2.11);

Defined Terms (1.01); Directors (3.01(b)); Director Candidate (6.01); Director Districts (6.03); Director Qualifications (6.01); Director Removal Petition (6.09); Director Term (6.04); Director Written Consent (7.05); District Nominating Meeting (6.05); District Members (6.05(b));

Elections Official(s) (4.03); Electric Service (2.01);

GM/CEO (8.09); Governing Documents (2.02(e));

Joint Membership (2.02);

Law (1.02);

Margins (10.02(a)); Member (2.01); Member Demand (3.01(b)); Member Notice (3.02); Member Property (2.08); Member Proxy (3.04); Members' Meeting (3.01); Members' Resolution (4.02); Membership (2.02); Membership Procedures (2.02);

Nominee (6.05); Non-operating Margins (10.02(a));

Officers (8.01); Official Ballot (4.05); Other Officers (8.01);

Person (2.01);

Quorum (3.03);

Record Date (4.04); Required Officer(s) (8.01);

Special Meeting (3.01(b));

Vacancy (6.10); and Voting Residence (4.01).

Section 1.02. Law and Articles. These Bylaws are subject to Law and the Articles of Incorporation of the Cooperative ("Articles"). If, and to the extent that, a Bylaw provision conflicts with Law or the Articles, then the Law or Articles control. "Law" includes:

(a) Texas Electric Cooperative Corporation Act; and

(b) any other applicable local, state, and federal constitutions, statutes, ordinances, regulations, holdings, rulings, orders, and similar documents or actions, whether legislative, executive, or judicial.

ARTICLE II MEMBERSHIP

Section 2.01. Member Qualifications. Except as otherwise provided in these Bylaws, an individual or an entity may become and remain a Member of the Cooperative ("Member") only if: (1) the individual or entity has the capacity to enter legally binding contracts ("Person"); and (2) the Person uses, requests, or agrees to use electric energy provided by the Cooperative and products or services related to the Person using electric energy provided by the Cooperative. "Electric Service" shall mean electric energy and products or services related to a Person using electric energy provided by the Cooperative.

Section 2.02. Membership Procedure. Except as otherwise provided in these Bylaws or by the Cooperative's board of directors ("Board")a qualified Person must satisfy the provisions of this Section to the Cooperative's satisfaction ("Membership Procedures") to establish status as a Member of the Cooperative ("Membership"). To establish a Membership a Person shall agree to:

(a) make application for Membership, in whatever form or by whatever method determined by the Cooperative;

(b) provide information and any deposit reasonably requested by the Cooperative, for the purpose of establishing a new account with the Cooperative;

(c) shall complete any additional or supplemental documents, agreements, or actions required by the Cooperative for Electric Service;

(d) be a Member of the Cooperative and purchase Electric Service from the Cooperative; and

(e) comply with and be bound by the Articles and these Bylaws and any amendments thereto and such rate schedules, policies, and rules as may from time to time be adopted or amended by the Board (collectively, the "Governing Documents").

The Cooperative may waive the requirements of the provisions in this Section and allow a Person to establish or maintain a Membership upon other terms determined by the Board which may include the execution of an electric service agreement with the Person or Member.

A husband and wife each of whom qualifies to be a Member may hold a joint membership in the Cooperative ("Joint Membership") or convert an individual Membership in accordance with the Membership Procedures. Holders of a Joint Membership:(1) shall enjoy the rights, benefits, and privileges, and are subject to the obligations, requirements, and liabilities, of being a Member; (2) shall notify the Cooperative in writing of a cessation of marriage or the death of a holder of a Joint Membership; and (3) shall have a single vote for all matters subject to a vote of the Members.

Other than a Joint Membership, no Membership may be shared or held by more than one Person simultaneously, though the rate schedules, policies, and rules of the Cooperative may allow multiple Persons to guarantee payment on an account.

Notwithstanding the foregoing or anything to the contained in these By-Laws to the contrary, upon the death of a Member, the Member's surviving spouse may, within thirty (30) days following the death of his or her spouse, cause the deceased spouse's Membership to be converted to a Joint Membership, effective immediately prior to the death of the deceased spouse; provided, however, the surviving spouse must (i) make such application within thirty (30) days of the death of the deceased spouse; (ii) submit such documentation as may be required by the Cooperative to undertake such conversion (including, without limitation, affidavit and other documentation of a valid and lawful marriage to the decedent at the time of the decedent's death); (iii) otherwise qualify as a Member and satisfy the Membership Procedures; (iii) make any deposit that may be required and lawful; and (iv) cause all amounts then outstanding on the account being converted to be paid in full. Any surviving spouse electing to convert a Membership pursuant to the terms of this paragraph shall be deemed to have agreed to release any claims that such surviving spouse (or any person claiming by or through such surviving spouse) may have against the Cooperative, or its Board of Directors, Officers or employees as a result of such conversion and, further, indemnify, defend, and hold the Cooperative, its Directors, Officers and employees harmless from and against any claims, loss or damage arising from or relating to such conversion.

Section 2.03. **Membership Fee.** The Board may establish a membership fee.

Section 2.04. Membership Agreement. The Articles and these Bylaws are contracts between the Cooperative and a Member. By becoming a Member, the Member acknowledges that: (1) every Member is a vital and integral part of the Cooperative; (2) the Cooperative's successful operation depends upon each Member complying with the Governing Documents; and (3) Members are united in an interdependent relationship.

A Member shall: (1) comply with the Governing Documents; and (2) pay the Cooperative for the Cooperative's damages, costs, or expenses, including attorney fees and legal expenses, caused by or associated with the Member's failure to comply with the Governing Documents. If a Member fails to comply with the Governing Documents the Cooperative may cease providing Electric Service to the Member or terminate the Membership. Regardless of whether money damages are available or adequate, the Cooperative may: (1) bring and maintain a legal action to enjoin the Member from violating the Governing Documents; and (2) bring and maintain a legal action to order the Member to comply with the Governing Documents.

Section 2.05. Liability. A Member is not liable to third parties for the Cooperative's acts, debts, liabilities, or obligations, except as otherwise agreed to by the Cooperative and the Member.

A MEMBER SHALL INDEMNIFY THE COOPERATIVE FOR, AND HOLD THE COOPERATIVE HARMLESS FROM, LIABILITIES, DAMAGES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES AND LEGAL EXPENSES, INCURRED BY THE COOPERATIVE, OR BY A DIRECTOR, OFFICER, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COOPERATIVE THAT IS CAUSED BY THE MEMBER'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR BY THE UNSAFE OR DEFECTIVE CONDITION OF A LOCATION OCCUPIED OR CONTROLLED BY THE MEMBER.

Section 2.06. Use of Electric Service. A Member shall use Electric Service provided by the Cooperative provided, however, that the Cooperative may limit the amount of electric energy which the Cooperative shall be required to furnish to any one Member.

(a) Payment for Electric Service. Based upon the different costs of providing Electric Service to different classes of Members, the Cooperative may charge each class a different price or rate. Each Member who has requested Electric Service shall, as soon as Electric Service is available, be liable to the Cooperative for any minimum amounts required by the Cooperative per month regardless of the amount of electric energy consumed or regardless of whether the Member is ready to receive Electric Service. At prices, rates, or amounts determined by the Board, and pursuant to the manner specified by the Cooperative, a Member shall pay the Cooperative:(1) for Electric Service provided to a location requested by the Member; and (2) other amounts as may be required by the Cooperative.

Dues, assessments, contributions, or other amounts paid by the Member to the Cooperative may pay for periodical subscriptions received by the Member from the Cooperative or from an entity in which the Cooperative is a member or owner.

As provided by the Board: (1) a Member may be charged and shall pay interest, compounded periodically, and late payment fees for amounts owed, but not timely paid, to the Cooperative; and (2) regardless of the Cooperative's accounting procedures, the Cooperative may apply amounts paid by a Member to all of the Member's accounts on a pro rata basis.

(b) Resale of Electric Service. Except as the Cooperative may allow in writing, a Member may not sell, lease, or otherwise transfer Electric Service provided by the Cooperative or a right to the Electric Service provided by the Cooperative.

Section 2.07. Provision of Electric Service. A Member shall comply with reasonable procedures required by the Cooperative regarding the provision of Electric Service and take or cease any act required by the Cooperative to safely, reliably, and efficiently operate the Cooperative and provide Electric Service.

The Cooperative shall provide Electric Service to Members in a reasonable manner. The Cooperative, however, does not insure, guarantee, or warrant that it will provide adequate, continuous, or non-fluctuating electric energy or other Electric Service. The Cooperative is not liable for damages, costs, or expenses, including attorney fees or legal expenses, caused by the Cooperative providing inadequate, non-continuous, or fluctuating electric energy or other Electric Service, unless the damages, costs, or expenses are caused by the Cooperative's gross negligence or willful misconduct.

Section 2.08. Right of Entry and Grant of Property Rights. As required by the Cooperative and in partial consideration for providing Electric Service, a Member shall: provide the Cooperative access to or use of real property in which the Member holds an interest sufficient to grant such use ("Member Property") for the purpose of: (1) restoration efforts; (2) addressing an emergency situation; or (3) for any other reasonable purposes required to provide Electric Service.

In partial consideration for providing Electric Service, pursuant to Law and any terms and conditions specified by the Cooperative a Member shall grant or convey to the Cooperative a written easement, right-of-way, or license for use of Member Property as necessary and as reasonably agreed upon between the Cooperative and the Member for the purpose of providing Electric Service to the Member or one or more other Members. A Member requesting Electric Service shall work with the Cooperative to obtain the necessary easements, rights-of-way, or licenses for use of property necessary to deliver Electric Service.

Section 2.09. Dispute Resolution. A Member may submit a claim or dispute between the Member and the Cooperative regarding the Governing Documents or Electric Service to the Board for resolution. The Board may establish a policy establishing a procedure for submitting a claim or dispute to the Board. If the Board is unable to resolve the dispute then the Cooperative and the Member shall cooperate to select one or more mediators to help resolve the dispute. If no

resolution of the dispute occurs through mediation any party may demand binding arbitration as provided under the laws of the State of Texas.

Section 2.10. Member Termination / Cessation of Electric Service. A Membership is terminated upon the Cooperative learning of the Member's death, legal dissolution, or legal cessation of existence. The Cooperative may terminate a Membership if the Member ceases to use Electric Service for any reason or if the Member fails to comply with the Governing Documents.

When a Membership is a Joint Membership, upon the death of either husband or wife, such Membership shall be deemed to be held solely by the survivor with the same effect as though such Membership was originally in his or her name, as the case may be. Cooperative Records shall be updated to reflect that the Membership shall be held in the name of the survivor, provided, however, that the estate of the deceased shall not be released from any Membership debts or liabilities to the Cooperative until the satisfaction of such debts or liabilities.

Except as otherwise provided by the Board, a partnership Member continuing to use Electric Service is not suspended or terminated upon the death of a partner or following any other alteration in the partnership. A partner departing a partnership Member remains liable to the Cooperative for Electric Service provided to or for the Member before, and amounts owed to the Cooperative by the Member at the time of, the partner's departure.

Termination of Membership in any manner shall not release the Member from debts or liabilities of such Member to the Cooperative. The Cooperative may recover its costs for Cooperative facilities or equipment that have not been recovered and for removing Cooperative facilities or equipment when a Member ceases to use Electric Service at a particular location.

Section 2.11. Access to Cooperative Records. In general, any Member of the Cooperative may inspect and/or obtain copies of the Cooperative's books, records, and/or Membership list ("Cooperative Records") if for a proper purpose that serves the interests of the Cooperative and its Members. A Membership list provided by the Cooperative may only include the names, addresses and Director Districts of all Members. The Cooperative's policies may establish procedures by which a Member may inspect and/or obtain copies of Cooperative Records. The procedures for inspecting and/or obtaining copies of Cooperative Records may require the Member to provide a sworn affidavit stating that the purpose for requesting Cooperative Records is for a proper purpose that serves the interests of the Cooperative and its Members. A Cooperative Member requesting Cooperative Records shall be responsible for all costs associated with the request such as copying costs, labor costs, attorney fees, etc. The costs associated with responding to a Member's request for Cooperative Records may be recovered as determined by the Cooperative through a flat fee or by requiring the Member to pay for all of the costs directly attributable to responding to a Member's request for Cooperative Records. The Cooperative may require a Member to provide an estimated advance payment of such costs associated with responding to a request for Cooperative Records before providing a response. Nothing in this Section shall prevent or limit the ability of the Cooperative to establish a policy or procedure that limits or restricts disclosure

of Cooperative Records that may be considered confidential, proprietary, or protected by agreement.

ARTICLE III. MEMBERS' MEETINGS

Section 3.01. Member Meetings. The Cooperative shall hold an annual meeting of the Members and may hold special meeting of the Members (collectively or individually, "Members' Meeting").

(a) Annual Meeting. The annual meeting of the Members ("Annual Meeting") shall be held on the second Friday in October of each year, or if necessary due to scheduling and event conflicts, at such location(s),date(s) and time(s)established by the Board and provided in the notice of the Annual Meeting. The Annual Meeting will be held at such location(s) in any county in which the Cooperative provides Electric Service. Failure to hold the Annual Meeting at the designated time(s) shall not work a forfeiture or dissolution of the Cooperative.

At the Annual Meeting: (1) the results of any Member votes and/or Director elections shall be provided; (2) a written or oral report regarding the activities of the Cooperative shall be provided; and (3)a written or oral report regarding the financial condition of the Cooperative shall be provided.

(b) Special Meetings. The Cooperative shall hold a special meeting of the Members ("Special Meeting") upon receiving: (1) a written or oral request from the President; (2) a written or oral request from a majority of the members of the Board ("Directors"); or (3) one or more written demands signed and dated within ten (10) days after the first signature by at least ten percent (10%) of the Members, with each page of each written demand requesting and describing the purpose of the meeting ("Member Demand").

The Board shall determine the location, date, and time of a Special Meeting. A Special Meeting may be held within any county in which the Cooperative provides Electric Service.

Section 3.02. Notice of Members' Meeting. Written or printed notice stating the location(s), date(s), and time(s) of a Members' Meeting and, in the case of a Special Meeting each purpose for which the meeting is called ("Member Notice") shall be delivered to each Member not less than ten (10) days and not more than thirty (30) days before the meeting date(s). If mailed, the Member Notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears in Cooperative Records. A Member Notice may be delivered electronically or by other means and shall be deemed to be delivered when submitted for delivery. The failure of any Member to receive a Member Notice shall not invalidate any action which may be taken by the Members at a Members' Meeting.

Section 3.03. General Quorum Requirement. A "Quorum" shall mean that established by the Members in the Articles.

Section 3.04. Proxies. Except as otherwise provided in these Bylaws, a Member may grant a proxy to the Board for the purpose of establishing a Quorum at a Members' Meeting, authorizing the transaction of business at a Members' Meeting and authorizing the Board to vote on the Member's behalf on matters submitted to a vote of the Members by Official Ballot, other than the election of Directors ("Member Proxy"). Except in instances specifically mandated by Law or the Articles, a Member may not appoint another Person to vote on any matter for the Member.

Section 3.05. Agenda, Attendance, and Transaction of Business at Members' Meetings. Except as otherwise provided in these Bylaws, before or at a Members' Meeting, the Board: (1) shall determine the agenda, program, or order of business for the Members' Meeting; and (2) may limit attendance at the Members' Meeting to Members entitled to participate in the meeting.

Except as otherwise provided by the Board or the President before or at a Members' Meeting, the President: (1) shall preside at a Members' Meeting; and (2) may exercise power reasonably necessary for efficiently and effectively conducting the Members' Meeting.

Except as otherwise provided by these Bylaws, Members attending a Members' Meeting at which a Quorum has been established may only consider, vote or act upon the following: (1) procedural matters; (2) an amendment to the Articles; and (3) a Member Resolution calling for a vote of all Members on matters described in the Member Notice. However, Members attending a Members' Meeting at which a Quorum has been established may raise or discuss and vote on a Members' Resolution calling for a vote of the Members on any matters if: (1) at least ten percent (10%) of the Members entitled to participate in the Members' Meeting sign one or more written requests to raise or discuss the Member Resolution; and (2) the Cooperative receives all written requests at least ten (10) days before the Members' Meeting.

Section 3.06. Member Waiver of Notice. Unless a Member objects to holding a Members' Meeting, or to transacting business at the Members' Meeting, the Member's attendance in person, by Cast Ballot, or by Member Proxy waives the Member's objection to lack of notice, or to defective notice, of the Member' Meeting. Unless a Member objects to considering, voting or acting upon, a matter at a Members' Meeting, the Member's participation in the vote or attendance in person at the Members' Meeting waives the Member's objection to considering, voting or acting upon, the matter at the Members' Meeting.

ARTICLE IV. MEMBER VOTING

Section 4.01. Member Votes. Each Member shall be entitled to one (1) vote on matters submitted to a Member vote or in each Director election for each specific Director position which a Member is entitled to vote. A Member may be required to provide evidence of Membership in order to vote and to vote as an entity Member, an individual may be required to provide evidence requested by and satisfactory to the Cooperative that the individual is authorized to vote on behalf of the entity Member.

A Member shall be deemed to have a "Voting Residence" where a Member uses Electric Service. A Member who uses Electric Service in more than one location may designate the Member's Voting Residence, but a Member may only have one Voting Residence.

Section 4.02. Matters Requiring a Vote. Matters requiring a vote of the Members shall be: (1) those required by Law; (2) those required by the Articles; (3) those required by these Bylaws; (4) the election of Directors; (5) those determined by Board resolution; or (6) those determined by a properly adopted resolution of the Members ("Members' Resolution").

Section 4.03. Elections Official(s). It shall be the duty of the Board to appoint or direct the hiring of an individual or individuals "Elections Official(s)" when necessary to conduct a Director election or a vote of the Members. Elections Official(s) may not be an existing, or a Close Relative of an existing: (1) Director; or (2) known Director Candidate. The Elections Official(s)shall:

(a) have the authority to arrange for procedures that will ensure that Member votes and the election of Directors comply with these Bylaws and that such votes and elections are conducted with integrity;

(b) have the authority to appoint subcommittees or employ the services of an independent organization to ensure that Member votes and the election of Directors comply with these Bylaws;

(c) prepare a ballot or arrange for a ballot to be prepared that contains the matters requiring a Member vote;

(d) verify that a Member nominated for a Director election meets the Director Qualifications and that the Member's nomination complies with these Bylaws;

(e) prepare a ballot or arrange for ballots to be prepared that reflects the names of Director Candidates; and

(f) shall perform other duties related to Member votes and the election of Directors as may be required by the Board.

Section 4.04. Record Date. The "Record Date" shall be the date for determining Members entitled to:(1) receive an appointment or designation; (2) sign a Director Removal Petition, request, Member Demand, or other similar document; (3) be mailed an Official Ballot, Member Notice, or other similar document; or (4) cast an Official Ballot or vote.

The Board may fix the Record Date, but the Record Date shall comply with any applicable Law and shall not be more than twenty (20) days before the date a document is due or the date the action is taken. Unless otherwise established by the Board, the Record Date shall be the date preceding

the date a document is due or date the action is taken. Unless otherwise established by the Board, the Record Date for voting at a Members' Meeting shall be the date of the meeting.

Section 4.05. Ballot Voting. Except as otherwise provided by these Bylaws a Member shall vote on matters or elect Directors by casting a ballot authorized by the Cooperative ("Official Ballot"). An Official Ballot may be printed or made available in electronic form. An Official Ballot shall:

(a) have reasonable security feature(s) to protect against fraud;

(b) set forth and describe the matters upon which the Member is being asked to vote;

(c) instruct the Member on how an Official Ballot may be cast;

(d) state the time and date by which the Cooperative or a third party designated by the Cooperative must receive the Official Ballot;

(e) if applicable, provide an opportunity to vote for or against, or to abstain from voting on a matter;

(f) if applicable, clearly explain how a Member may vote in a Director election and provide biographical information for each Director Candidate; and

(g) state when and how the results of a Member vote or a Director election will be made available to the Members or the date and time of the Members' Meeting at which the results will be announced.

Section 4.06. Casting Ballots. A Member shall vote on matters by casting an Official Ballot in any manner determined by the Elections Official(s). The Elections Official(s) or an independent organization authorized by the Elections Official(s)shall verify that a ballot is an Official Ballot that was properly cast by a Member in compliance with these Bylaws ("Cast Ballot").

Section 4.07. Members' Meeting Voting. At a Members' Meeting at which a Quorum has been established, the individual presiding over a vote may require the Members to vote by voice. If the individual presiding over the Member vote determines in good faith, that a voice vote is not sufficient to accurately determine the vote results, then the Members shall vote by written ballot, or by any other reasonable manner determined by the Board.

Section 4.08. Results. Except as otherwise provided by Law, the Articles, or these Bylaws a vote of the Members, other than a Members' Meeting vote is decided: (1) if a Quorum is represented by the number of Cast Ballots; and (2) by a majority of Cast Ballots with the same vote. The results of a Member vote or a Director election shall be made available to the Members or shall be announced at a Members' Meeting within five (5) days of the final tabulation of the votes.

ARTICLE V. BOARD OF DIRECTORS

Section 5.01. Board. The business and affairs of the Cooperative shall be managed and governed by the Board, consisting of the number of Directors established by the Members in the Articles. The Board shall exercise all of the powers of the Cooperative except such as by Law or the Articles are conferred upon or reserved to the Members.

Section 5.02. Rules and Regulations. The Board shall have the power to establish and adopt such policies, rules, and regulations, not inconsistent with Law, the Articles, or these Bylaws, as it may deem advisable for the management and proper governance of the Cooperative.

Section 5.03. Rates, Fees, Deposits, and Other Charges. The Board shall have the power to establish and adopt such rates, fees, deposit requirements, and other charges, not inconsistent with Law, the Articles, or these Bylaws, as may be necessary and as determined to be in the best interest of the Cooperative.

Section 5.04. Authority to Execute Documents. Except as otherwise provided by Law or the Articles, the Board may delegate authority to any Officer or Officers, employee or employees of the Cooperative to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Cooperative and such authority may be general or confined to specific instances.

ARTICLE VI. DIRECTORS AND DIRECTOR ELECTIONS

Section 6.01. Director Qualifications. To become or remain a Director, an individual must comply with the qualifications outlined below. A Member or current Director that meets the qualifications below and that is nominated in accordance with these Bylaws shall be considered a "Director Candidate".

"Director Qualifications":

(a) if nominated, agrees to serve as a Director if elected;

(b) be a Member, that is an individual, in good standing with the Cooperative, having his or her primary residence for at least one year in the Director District that he or she would represent. The Elections Official(s)shall make a fact determination of primary residence based on factors including voter registration, homestead exemption, other public records, and Electric Service history. The Board shall serve as an arbiter of any disputes over primary residence;

(c) may not have been convicted of a misdemeanor involving moral turpitude or a felony pursuant to Law;

(d) may not be an employee or may not have been an employee of the Cooperative;

(e) may not be employed by or financially interested in an enterprise that may be entitled to sell electric energy to a Member;

(f) may not be or may not have a Close Relative who is, a representative, agent, officer, or in any way employed or compensated by a labor organization that is the recognized bargaining representative for any unit of the Cooperative's employees or by an affiliate of any such labor organization;

(g) may not be a Close Relative of a Director or Employee;

(h) may not be an employee or may not have been an employee of an investor owned utility;

(i) may not be serving in a public office for which a salary is paid;

(j) except as otherwise provided by the Board for good cause, participate in at least a majority of all Board meetings during each twelve (12) month period; and

(k) except as otherwise provided by the Board for good cause, attend educational courses and/or obtain certifications related to serving as a Director of a nonprofit electric cooperative;

(l) complete and sign a certification/disclosure form approved by the Board concerning conflicts of interest and these Director Qualifications. An existing Director shall complete and sign the certification/disclosure form annually;

Section 6.02. Close Relative. "Close Relative" means an individual who:

(a) through blood, Law, or marriage, is a spouse, child, stepchild, father, stepfather, mother, stepmother, brother, stepbrother, half-brother, sister, stepsister, half-sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law; or

(b) resides in the same residence.

An individual qualified and elected, designated, or appointed to a position does not become a Close Relative while serving in the position because of a marriage or legal action to which the individual was not a party.

Section 6.03. Director Districts. Directors shall equitably represent the Members based on geographic, population, Memberships or other equitable considerations determined by the Board.

Accordingly, there shall be four (4) "Director Districts", established and represented as follows: District 1 shall include Bowie and Red River Counties and shall be represented by three (3) Directors; District 2 shall include Cass County and shall be represented by three (3) Directors; District 3 shall include Morris County and shall be represented by one (1) Director; and District 4 shall include Titus and Franklin Counties and shall be represented by two (2) Directors.

Section 6.04. Director Terms. Except as otherwise provided in these Bylaws, a Director's term shall be that established by the Members in the Articles ("Director Term"). If the Members have not established a Director Term in the Articles then the Director Term shall be three (3) years. A Director Term begins immediately after adjournment of the Members' Meeting at which the Director's election is announced. A Director Term ends immediately after adjournment of the Members' Meeting at which a successor Director's election is announced.

Section 6.05. Nominations of Director Candidates. A "Nominee" shall be: (1) a Member that has submitted an application and that has been nominated at a meeting of twenty five (25) or more District Members ("District Nominating Meeting") as provided in this Section; and (2) the existing Director for the Director position that is being elected. Each Nominee shall be considered a Director Candidate and shall be placed on the Official Ballot.

(a) Candidate Application. A Member desiring to be a Nominee and considered for nomination at a District Meeting shall complete an application package, available at all of the Cooperative's offices, in which the Member discloses any conflicts of interests and certifies that they satisfy the Director Qualifications ("Candidate Application"). A Candidate Application must be delivered to the Cooperative's principal office not less than ninety (90) days prior to the Annual Meeting. Election Officials shall verify that the Candidate Application is accurate and that the Member is eligible to be a Director Candidate ("Candidate Applicant").

(b) District Nominating Meeting. The Election Official(s) shall provide notice of a District Nominating Meeting for Director Districts with a Candidate Applicant. If there are no Candidate Applicants there will be no District Nominating Meetings and notice of District Nominating Meetings will not be provided. Twenty-five (25) or more Members with Voting Residence within a Director District ("District Members") must be present at a District Nominating Meeting to select one Candidate Applicant as a
Nominee. The Elections Official(s) may verify that a Member in attendance at the District Nominating Meeting and voting at such is a District Member. The Candidate Applicant receiving the most votes at a District Nominating Meeting shall be considered the District Nominating Meeting Nominee and shall be placed on the Official Ballot. In the event twenty-five (25) or more District Members do not attend a District Nominating Meeting a Candidate Applicant shall not be selected as a Nominee.

The methods hereinabove provided for the nomination of Members for a Director election shall be exclusive and any other method for nominating Members for a Director election shall be and is hereby prohibited.

Section 6.06. Election of Directors. The election of Directors for the Director Term shall be staggered by year. All Directors shall be elected by Official Ballot and shall be elected to represent the Director Districts by all of the Members. Elections Official(s) shall have the names of each Nominee or Director Candidate for each Director position to be elected that year placed on an Official Ballot. The Director Candidate receiving the most votes for a Director position shall be elected to serve on the Board as a Director. In the event of a tie, the Director shall be determined by a drawing by lot, to be conducted by an independent organization determined by the Elections Official(s). In conducting a drawing by lot, a representative of the independent organization will place in a box as many slips of paper as there are Director Candidates who have the most votes which are the same for a Director position, with a single slip marked "elected" and the remaining slips marked "not elected". In alphabetical order by last name, each of the Director Candidates in the tie shall blindly draw one slip from the box. The Director Candidate drawing the slip marked "elected" shall be elected to serve on the Board as a Director.

Section 6.07. Uncontested Director Elections. In any year in which there is only one Director Candidate for a specific Director position, the Elections Official(s), or an independent organization authorized by the Elections Official(s), may certify to the Board that the election for that Director position is uncontested. In the event an election is certified as uncontested the Board may declare the election uncontested and the District Members shall have been deemed to have elected the single Director Candidate by consent. The Board may direct the Elections Official(s) to suspend distribution of the Official Ballots for a Director election that it has declared uncontested. The results of a Director election in which a Director Candidate is elected by consent shall be made available to the Members or shall be announced at a Members' Meeting within five (5) days of when the Director election votes would have been tabulated and shall specify if a Director Candidate was elected by consent.

Section 6.08. Director Disqualification. After being elected, designated, or appointed, if a Director does not comply with all of the Director Qualifications then except as otherwise provided by the Board for good cause, the Board may disqualify the Director from serving as a Director and his or her position shall be declared vacant if:

(a) the Board notifies the Director in writing of the basis for, and provides the Director an opportunity to comment regarding, the Board's proposed disqualification; and

(b) within thirty (30) days after the Board notifies the Director of the proposed disqualification, the Director fails to provide proof of compliance with the Director Qualifications.

Any disqualification under this article must be unanimously approved by the remainder of Directors, and the Board may not disqualify a Director for lawfully opposing a transfer of Cooperative assets or a Cooperative dissolution.

Disqualification of a Director does not affect the validity of a previous Board action.

Section 6.09. Removal of a Director by Members. A Director may only be removed by the Members for committing an act or omission adversely affecting the business affairs of the Cooperative amounting to gross negligence, fraud or criminal misconduct ("Cause"). A Director may not be removed for lawfully opposing a transfer of the Cooperative's assets or a Cooperative dissolution. A Member may bring charges to remove a Director by delivering to the President, Secretary, or any Director such charges in the form of a dated written petition ("Director Removal Petition"):

(a) identifying the Director on each page;

(b) explaining, on each page, the Cause(s)for the Director's removal; and

(c) containing the printed names, printed addresses, and original and dated signatures obtained within sixty (60) days following the Director Removal Petition date, of at least ten percent (10%) of the Members.

Upon receipt of a Director Removal Petition a Members' Meeting shall be held within a reasonable time and the Member Notice shall provide that a Members' Resolution to remove the Director will be considered at the meeting. A Director shall be informed in writing of the charges at least ten days prior to the Members' Meeting at which the Members' Resolution is 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 to the charges; and the Member(s) bringing the charges shall have the same opportunity. A Members' Resolution to remove a Director may only be considered and voted upon at a Members' Meeting where a Quorum of the Members is present in person. A Members' Resolution to remove a Director shall require the affirmative vote of two thirds (2/3) of the Members present at a Members' Meeting for adoption. A vacancy created by the adoption of a Members' Resolution to remove a Director shall remain unfilled until the next election of Directors corresponding with the next Annual Meeting, at which time the Members shall elect a Director to replace the Director that was removed. The Board may authorize a special Director election to occur earlier than the election of Directors corresponding with the next Annual Meeting to replace the Director that was removed. A Director elected to replace a Director that was removed shall serve for the unexpired term of the Director that was removed.

Section 6.10. Director Vacancy. Except as otherwise provided in these Bylaws, if a vacancy on the Board occurs, ("Vacancy") then within a reasonable time thereafter, such Vacancy shall be filled by the affirmative vote of the majority of the remaining Directors. A Member elected by the Board to fill a Vacancy shall meet the Director Qualifications and shall serve until the next regular election of Directors for that Director position. As used in this Bylaw, Vacancy does not include a Director position vacated due to an expired Director Term.

Section 6.11. Director Compensation. The Cooperative may reasonably reimburse, compensate, or provide insurance or other benefits to a Director for his or her time in serving the Cooperative. The Board shall determine or approve the manner, method, and amount of any reimbursements,

compensation, insurance, or other benefits provided to Directors, consistent with electric cooperative industry practices.

ARTICLE VII. BOARD MEETINGS

Section 7.01. Regular Board Meetings. A regular Board meeting shall be held monthly at such time and place in the area in which the Cooperative provides Electric Service, as the Board may provide. Except as otherwise provided in these Bylaws, the Board may hold regular Board meetings without additional notice other than that reflected in Board records. For good cause, the President may change the date, time, or location of a Board meeting. All Directors are entitled to receive oral or written notice of a change to a regular Board meeting's date, time, or location at least one (1) day prior to the rescheduled or relocated Board meeting.

Section 7.02. Special Board Meetings. The Board, the President, or at least three (3) Directors may call a special meeting by providing each Director oral or written notice of the date, time, and location of the special Board meeting at least one (1) day prior to the special Board meeting.

Section 7.03. Board Quorum. A majority of the Directors entitled to vote on a matter in office immediately before a Board meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 7.04. Telephonic or Electronic Communication in Board Meetings. A Board meeting may be conducted with Directors participating but not physically present but deemed present in person through a means of communication by which all Directors participating in the Board meeting may simultaneously hear, reasonably and verifiably identify themselves, and generally simultaneously and instantaneously communicate with each other during a Board meeting.

Section 7.05. **Board Action by Written Consent.** The Board may take action required or permitted to be taken at a Board meeting without a meeting if the action is: (1) taken by all Directors; and (2) evidenced by one or more written consents ("Director Written Consent"): (A) describing the action taken; (B) delivered to the Cooperative; and (C) included with the Board minutes of the next Board meeting. Unless a different effective date is provided in the Director Written Consent, action taken by Director Written Consent is effective when the last Director delivers the Director Written Consent. A Director Written Consent has the effect of, and may be described as, a vote of the Directors at a Board meeting.

Section 7.06. **Waiver of Board Meeting Notice.** At any time, a Director may waive notice of a Board meeting by delivering to the Cooperative a written waiver of notice. A Director's attendance at, or participation in, a Board meeting waives notice of the Board meeting and any matter considered at the Board meeting, unless the Director:

(a) upon arriving at the Board meeting or before the vote on a particular matter, objects to the lack of, or defective, notice of the Board meeting or a matter being considered at the Board meeting; and

(b) does not vote for, or assent to, an objected matter.

ARTICLE VIII. OFFICERS

Section 8.01. Officers. The officers of the Board and the Cooperative shall be a President, Vice President, Secretary, and Treasurer ("Required Officer(s)"). The offices of Secretary and Treasurer may be held by the same individual. The Board may appoint or elect other officers to serves as officers of the Cooperative or the Board ("Other Officers"). "Officers" shall mean Required Officers and Other Officers.

Section 8.02. Election and Term of Office. The Board shall elect Required Officers: (1) at the first Board meeting following each Annual Meeting, or as soon after each Annual Meeting as reasonably possible and convenient; and (2) by affirmative vote of a majority of Directors in office. A Required Officer must be a Director.

Section 8.03. Removal. The Board may remove a Required Officer elected by the Board by a two-thirds (2/3) affirmative vote of all Directors. Other Officers serve at the pleasure of the Board and may be removed by a majority vote of the Directors present at a meeting.

Section 8.04. Officer Vacancies. Any vacant Required Officer position shall be filled by a Director selected by a majority of the Directors at the earliest possible date.

Section 8.05. President. Except as otherwise provided or delegated by the Board or these Bylaws, the President:

(a) shall be the principal executive officer of the Board and shall preside, at Board meetings and Members' Meetings. The President may designate any other Required Officer to preside at a Board meeting and may designate any individual to preside at a Members' Meeting;

(b) on the Cooperative's behalf, may sign a document properly authorized or approved by the Board or the Members; and

(c) shall perform all other duties, shall have all other responsibilities, and may exercise all other authority prescribed by the Board.

Section 8.06. Vice President. Except as otherwise provided or delegated by the Board, the Vice President:

(a) in the absence of the President, or in the event of the President's inability or improper refusal to act, shall perform the duties and have the powers of the President; and

(b) shall perform all other duties ,shall have all other responsibilities, and may exercise all other authority prescribed by the Board.

Section 8.07. Secretary. Except as otherwise provided or delegated by the Board, the Secretary:

(a) shall be responsible for preparing ,or supervising the preparation of, the minutes of Board meetings and Members' Meetings;

(b) shall be responsible for authenticating Cooperative Records as appropriate ;and

(c) shall perform all other duties, have all other responsibilities, and may exercise all authority prescribed by the Board.

Section 8.08. Treasurer. The Treasurer shall perform such duties, shall have such responsibilities, and may exercise all authority prescribed by the Board.

Section 8.09. Other Officers. Other Officers of the Cooperative shall be as follows:

(a) General Manager/Chief Executive Officer. The Board shall select and appoint a general manager who shall perform the duties of chief executive officer of the Cooperative ("GM/CEO"). Except as otherwise provided or delegated by the Board, the GM/CEO:

(i) Shall not be a Director but shall be an Officer of the Cooperative;

(ii) shall be responsible for managing the day to day operations of the Cooperative;

(iii) on the Cooperative's behalf, may sign a document properly authorized or approved by the Board;

(iv) with the Board's approval may create other offices and appoint, retain, or employ Other Officers to carry out the day to day operations of the Cooperative or to assist the Required Officers in performing their responsibilities; and

(v) shall perform all other duties, have all other responsibilities, and may exercise all authority prescribed by the Board.

(b) Assistant Secretary. The Board or the GM/CEO, with the Board's approval, shall select and appoint an "Assistant Secretary". Except as otherwise provided or delegated by the Board, the Assistant Secretary:

(i) may be a Director or employee of the Cooperative and shall be an Officer of the Cooperative;

(ii) in the absence of the Secretary, shall have all authority and duties vested in the Secretary; and

(iii) shall perform all other duties, have all other responsibilities, and may exercise all authority prescribed by the Secretary, Board, or GM/CEO.

ARTICLE IX. INDEMNIFICATION, INSURANCE AND ACCOUNTING

Section 9.01. Indemnification. To the extent permitted by Law, any Director or Cooperative employee (and the heirs, executors, and administrators of such Cooperative Director or employee) made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was a Director or Cooperative employee shall be indemnified by the Cooperative against any and all liability and the reasonable expenses, including attorney fees and disbursements, incurred by the Director or Cooperative employee (or by the heirs, executors, or administrators of such Director or Cooperative employee) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein.

Section 9.02. Limits on Indemnification. Notwithstanding the above, the Cooperative will indemnify a Director or Cooperative employee only if the Director or Cooperative employee acted in good faith and reasonably believed that his or her conduct was in the Cooperative's best interests. In the case of a criminal proceeding, the Director or Cooperative employee may be indemnified only if he or she had no reasonable cause to believe his or her conduct was unlawful.

Section 9.03. Insurance. Regardless of indemnification authority or requirement, the Cooperative may purchase and maintain insurance on behalf of an individual who is or was a Director or Cooperative employee. This insurance is against a liability, including judgment, settlement, or otherwise, or reasonable expenses, including reasonable attorney fees, asserted against or incurred by the Cooperative or the individual in his or her individual capacity, or arising from the individual's status, as a Director or Cooperative employee.

Section 9.04. Accounting Systems and Reports. The Cooperative shall maintain a complete accounting system which, among other things subject to applicable Laws shall conform to such accounting system as may from time to time be designated by a regulatory body or as may be required by the Cooperative's lenders. The Board shall regularly examine the financial reports of the Cooperative and shall yearly provide for an audit of the Cooperative's finances.

Section 9.05. Checks, Drafts. 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, employee or employees of the Cooperative in such a manner as determined or as delegated by the Board.

Section 9.06. Bonds. At the Cooperative's expense, the Cooperative may purchase a bond covering an Officer or employee.

ARTICLE X. NONPROFIT OPERATION

Section 10.01. Nonprofit and Cooperative Operation. The Cooperative shall operate on a nonprofit and cooperative basis for the mutual benefit of all Members and may not pay interest or dividends on capital furnished by Members.

Section 10.02. Allocating Capital Credits. In the furnishing of electric energy the Cooperative's operations shall be so conducted that all Members will through their patronage furnish capital for the Cooperative.

(a) Allocation of Margins. The Cooperative is obligated to account, to all Members for all revenues from furnishing electric energy or from providing other goods and services in excess of operating costs and expenses properly chargeable against furnishing electric energy or against providing such other goods and services during the fiscal year, all as determined under federal cooperative tax law ("Margins"). The Cooperative shall allocate Margins to its Members in proportion to the amount of business done with each Member during the fiscal year, and pay by credits to a capital account for each Member the amount of Margins allocated to a Member. For each amount of Margins allocated to a Member, the Member shall contribute a corresponding amount to the Cooperative as capital. At the time of receipt by the Cooperative, each capital contribution is treated as though the Cooperative paid the amount allocated to the Member in cash pursuant to a pre-existing legal obligation and the Member then contributed the corresponding amount to the Cooperative as capital. The term "Capital Credits" shall mean the amount of Margins allocated to a Member and contributed by the Member to the Cooperative as capital. The Cooperative shall maintain books and records reflecting the Capital Credits of each Member for each fiscal year.

Notwithstanding the above, the Cooperative may use certain "Non-operating Margins", as determined under federal cooperative tax law, to offset any losses incurred by the Cooperative during the current or any prior fiscal year prior to allocating these certain Non-operating Margins to Members.

The manner and method of allocating Margins is at the sole discretion of the Board so long as it is consistent with these Bylaws. The Cooperative must allocate Capital Credits in a Member's name as shown in Cooperative Records, regardless of the Member's marital status.

The Cooperative may use or invest unretired Capital Credits as determined by the Board.

(b) Allocation of Losses. No allocations will be made to Member's capital account if the expenses properly chargeable against furnishing electric energy or against providing other goods and services exceed the revenues from furnishing electric energy or providing other goods and services during a fiscal year, all as determined under federal cooperative tax law. The Cooperative, as determined by the Board and as allowed by Law or its lenders, may: (1) offset the loss with the Cooperative's Margins, if any, from future fiscal years; or (2) offset the loss with certain Non-operating Margins from the current or future fiscal years.

(c) Notification of Capital Credits. The Cooperative shall, within a reasonable time after the close of the fiscal year, notify each Member of the amount of capital so credited to the Member's capital account. Individual notices of the amount of capital so credited to the capital account shall not be required if the Cooperative notifies all Members of the aggregate amount of capital so credited to all of the Members' capital accounts and provides a clear explanation of how each Member may compute and determine the specific amount of capital so credited to the Member.

Section 10.03. Retiring Capital Credits. The Cooperative may retire and pay Capital Credits to Members and former Members as provided in this Bylaw. If the Cooperative retires and pays Capital Credits, then the Cooperative must retire and pay Capital Credits in a Member's or former Member's name as shown in Cooperative Records, regardless of the Member's or former Member's marital status. If the Cooperative mails a retired Capital Credit payment, then the Cooperative shall mail the payment to the Member's or former Member's address as shown in Cooperative Records. It shall be the responsibility of the Member or the former Member to provide the Cooperative with any address change. Any money that the Cooperative attempts to deliver to a Member or former Member, but unclaimed by the Member or former Member within the time prescribed by Law, may be used as allowed by Law. The Cooperative shall maintain books and records reflecting the retired and paid Capital Credits to Members and former Members

(a) General Capital Credit Retirements. At any time before the Cooperative's dissolution, liquidation, or other cessation of existence, the Cooperative may generally retire and pay some or all Capital Credits allocated to Members and former Members.

(b) Capital Credit Retirement Discretion. The Cooperative may retire and pay Capital Credits only if the Board determines that the retirement and payment will not adversely impact the Cooperative's financial condition. Consistent with this Bylaw, the retirement and payment of Capital Credits are at the sole discretion of the Board and are not affected by previous retirements and payments. The manner, method, and timing of retiring and paying Capital Credits may be determined only by the Board.

(c) No Special Capital Credit Retirements. The Cooperative may not specially retire and pay some or all Capital Credits allocated to an individual Member or former Member upon

the death of the individual or any other circumstance inconsistent with the Cooperative's general practice of retiring and paying capital credits to the Members of the Cooperative. The Cooperative may not specially retire and pay Capital Credits allocated to an entity Member or former entity Member during or after the entity's dissolution, liquidation, or other cessation of existence. The Cooperative may not specially retire and pay Capital Credits allocated to an entity Member or former entity Member during or after the entity's reorganization, transfer, merger, or consolidation.

(d) Capital Credit Recoupment and Offset. Regardless of a statute of limitation or other time limitation, after retiring Capital Credits allocated to a Member or former Member, the Cooperative may recoup, offset, or set-off an amount owed to the Cooperative by the Member or former Member, including any compounded interest and late payment fees, by reducing the amount of retired Capital Credits paid to the Member or former Member by the amount owed to the Cooperative.

(e) Different and Separate Capital Credit Retirement. If the Cooperative separately identified and allocated Capital Credits representing capital credits or similar amounts allocated to the Cooperative by an entity in which the Cooperative is or was a member, patron, or owner, then the Cooperative may retire and pay these Capital Credits only after the entity retires and pays the capital credits or similar amounts to the Cooperative.

Section 10.04. Restrictions on Transfer and Assignments of Capital Credits. A Member's Capital Credits shall be assignable only on the books of the Cooperative pursuant to written instructions from the Member and only to successors in interest in the business or the physical assets of such Member unless the Board, acting under policies of general application shall determine otherwise. No assignment or transfer of Capital Credits shall be binding on the Cooperative until the Board has consented thereto, and until such transfer has been entered on the books of the Cooperative. Consent shall be granted only when such assignment or transfer is deemed by the Board to be in the best interest of the Cooperative, and consent to the proposed assignments or transfers can be withheld for any reason whatsoever.

ARTICLE XI DISPOSITION OF COOPERATIVE ASSETS

Section 11.01. Disposition and Encumbrance of Property. The Cooperative may sell, mortgage, lease, or otherwise dispose of or encumber any of its property as provided by the Members in the Articles.

Section 11.02. Sale of Substantially All of the Cooperative's Assets. The Cooperative may sell or otherwise dispose of all or substantially all of its assets as provided by the Members in the Articles.

Section 11.03. Merger or Consolidation. The Cooperative may consolidate or merge only with an entity operating on a cooperative basis as provided by the Members in the Articles.

Section 11.04. Distribution of the Cooperative's Assets Upon Dissolution. In the event of the Cooperative's dissolution or the liquidation of the Cooperative's assets and after all outstanding indebtedness of the Cooperative has been paid, any remaining amounts shall be allocated and paid to the Members, without priority, based on the Members' pro rata share of Capital Credits prior to dissolution or liquidation.

ARTICLE XII FISCAL YEAR

The Cooperative's fiscal year shall begin on first day of January of each calendar year and shall end on the thirty-first of December of each calendar year.

ARTICLE XIII AMENDMENTS

The Bylaws may be altered, amended, or repealed, by not less than the affirmative vote of two thirds (2/3) of the Directors at any Board meeting. Except as otherwise provided by the Board, an amendment to these Bylaws is effective immediately upon the vote approving the amendment.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Governing Law. These Bylaws shall be governed by, and interpreted under, the laws of the State of Texas.

Section 14.02. Successors and Assigns. Except as otherwise provided in these Bylaws: (1) the duties, obligations, and liabilities imposed upon, and the rights granted to, the Cooperative by these Bylaws are binding upon, and inure to the benefit of, the Cooperative's successors and assigns; (2) the duties, obligations, and liabilities imposed upon a Member by these Bylaws are binding upon the Member's successors and assigns. The binding nature of the duties, obligations, and liabilities imposed by these Bylaws upon the successors and assigns of the Cooperative or a Member does not relieve the Cooperative or a Member of the duties, obligations, and liabilities imposed by these Bylaws.

Section 14.03. Waiver. The failure of the Cooperative to assert a right or remedy provided in these Bylaws does not waive the right or remedy provided in these Bylaws.

CERTIFICATE OF SECRETARY

I certify that I am the Secretary of Bowie-Cass Electric Cooperative, Inc. ("Cooperative"), and that, as such I am authorized to execute this certificate on behalf of the Cooperative, and further certify that the foregoing Bylaws, consisting of twenty-three (23) pages, including this page, constitute the entire Bylaws of the Cooperative as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand on this 25th day of August, 2015.

_____

Sue Berry, Secretary