



Bylaws

of

Pemiscot-Dunklin Electric Cooperative, Inc.

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*Revised
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PEMISCOT-DUNKLIN
ELECTRIC COOPERATIVE, INC
HAYTI, MO

Bylaws

ARTICLE I MEMBERSHIP

Section 1. Requirements for Membership. Any person, firm, association, corporation, or body politic or subdivision thereof may become a member in Pemiscot-Dunklin Electric Cooperative, (hereinafter called the "Cooperative") upon receipt of electric service from the cooperative, provided that he or it has first: [a] Made a request for membership therein; [b] Agreed to purchase from the cooperative electric energy as hereinafter specified; [c] Agreed to comply with and be bound by the articles of incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the board, and [d] Paid the membership fee hereinafter specified.

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

[a] The presence at a meeting of either or both shall be regarded as the presence of one member;

[b] The vote of either separately or both jointly shall constitute one joint vote;

[c] A waiver or notice signed by either or both shall constitute a joint waiver;

[d] Notice to either shall constitute notice to both;

[e] Expulsion of either shall terminate the joint membership', [f] Withdrawal of either shall terminate the joint membership; [g] Either but not both may be elected or appointed as an officer or director, provided that both meet the qualifications for such office.

Section 3. Conversion of Membership. [a] A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his or her spouse to comply with the articles of incorporation. Bylaws and rules and regulations adopted by the board of directors.

[b] Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. Provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

Section 4. Memberships. The membership fee shall be set by the board of directors at such amount as the board of directors, in the exercise of its reasonable discretion, believed to be proper. In addition to the membership fee the board of directors shall have the right to require, in its discretion, that the members, or any of the members, shall deposit with the Cooperative an additional amount for each service connection as a guarantee of payment of service charges.

Section 5. Purchase of Electric Energy. Each member shall, as soon as electric energy shall be available. Purchase from the Cooperative all electric energy purchased for use on the premises specified in his request for membership, and shall pay therefor at rates which shall from time to time be fixed by the board of directors. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these Bylaws. Each member shall pay to the Cooperative such minimum amount regardless of

the amount of electric energy consumed, as shall be fixed by the board of directors from time to time. Each member shall also pay all amounts owed by him to the Cooperative as and when the same shall become due and payable. 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.

Section 6. Termination of Membership. [a] Any member may withdraw from membership upon compliance with such uniform terms and conditions as the board of directors may prescribe. The board of directors of the Cooperative may, by the affirmative vote

of not less than two thirds of all the directors, expel any member

who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws or rules or regulations adopted by the Board

of Directors, but only if such member shall have been given written

notice by the Cooperative that such failure makes him liable to expulsion and such failure shall have continued for at least ten (10)

days after such notice was given, Any expelled member may be

reinstated by vote of the board of directors or by vote of the members at any annual or special meeting. The membership of a

member who for a period of six (6) months after service is available to him, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, shall be canceled.

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

[c] In case of withdrawal or termination of membership Ln any manner, the Cooperative will repay to the member,

upon his request, the amount of the membership *fee* paid by him., provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debt or obligations owing from the member to the Cooperative.

ARTICLE II RIGHTS AND LIABILITIES OF MEMBERS

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

Section 2. Non-Liability' for Debts of the Cooperative. The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual meeting. The annual meeting of the members shall be held at such time and place within the area served by the Cooperative, as shall be selected by the board of directors and which shall be designated in the notice of the meeting, for the purpose of electing directors, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the same responsibility of the board of directors to make adequate plans and preparations for the

annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings. Special meetings of the members may be called by resolution of the board of directors, or upon a written request signed by any three directors, by the President, or by ten percent or more of all the members. And it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special Meetings of the members may be held at such time and in such place in the area served by the cooperative as shall be selected by the board of directors and specified in the Notice of the Special Meeting.

Section 3. Notice of Members' Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than twenty-five days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

Section 4. Quorum. Two percent (2%) of the first two thousand (2,000) members and one percent (1%) of the remaining members present in person shall constitute a quorum for the transaction of business at any meeting of the members.

Section 5. Voting. Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of

a majority of the members voting thereon in person except as otherwise provided by law, the articles of incorporation or these Bylaws.

Drawing by lot shall resolve tie votes in director elections. If a tie vote occurs in a director election, a neutral party mutually acceptable to all director candidates shall conduct the drawing. The neutral party shall place in a box as many slips of paper as there are candidates in the tie, 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 box. The director candidate drawing the slip marked "Elected" shall be elected.

Section 6. Order of Business. The order of business at the annual meeting of the members and, so far as possible, at all other meeting of the members, shall be essentially as follows:

1. Report as to which members are present in person in order to determine the existence of a quorum:
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
3. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
4. Presentation and consideration of reports of officers, directors and committees.
5. Election of directors.
6. Unfinished business
7. New business
8. Adjournment

ARTICLE IV DIRECTORS

Section 1, General Powers Commencing at the Annual Meeting in 1972. The business and affairs of the Cooperative shall be managed by a Board of nine directors

which shall exercise all the powers of the Cooperative, except such as are by law, the Articles of Conversion or these Bylaws conferred upon or reserved to the members.

Beginning at the Annual Meeting of the Cooperative in the year 1972, three directors shall be elected for a term of three years and one director shall be elected for a term of two years. At the next Annual meeting of the Members held in the year 1973, three directors shall be elected for a term of three years; thereafter three members shall be elected at each Annual Meeting of the membership and shall serve for a term of three years.

The Board of Directors shall establish three districts for the election of Directors. In determining the boundaries of each

District, the Board of Directors shall be guided by the principle of geographical representation. Each district shall have substantially equal numbers of members residing in that district. Following the Annual meeting in 1997, no more than three members who reside in District One shall serve as Directors, and no more than three members who reside in District Two shall serve as Directors, and no more than three members who reside in District Three shall serve as Directors. Provided, however, those Directors previously elected shall be permitted to serve for the remainder of their elected term without regard for their place of residence. All members present shall be entitled to vote for all Directors to be elected. Changes in district boundaries shall not be made more often than every five years.

Section 2. Election and Tenure of Office. The persons named as directors in the articles of conversion shall compose the board of directors until the first annual meeting following the conversion of the Cooperative under the Rural Electric Cooperative Act or until their successors shall have been elected and shall have qualified. If an election of directors shall not be held on the date designated herein for the annual meeting or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the members as

soon thereafter as practicable Directors may be elected by a plurality vote of the members

Section 3. Qualifications. No person shall be eligible to become or remain a director or to hold any position of trust in the Cooperative who:

[a] is not a member and bonafide resident in the area served or to be served by the Cooperative; or

[b] is in any way employed by or financially interested in a competing enterprise or a business primarily engaged in selling electrical or plumbing appliances, fixtures or supplies to the members of the Cooperative.

Upon establishment of the fact that a director is holding office in violation of any of the foregoing provisions, the board of directors shall remove such director from office

Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the board of directors.

Section 4. Nominations. It shall be the duty of the board of directors to appoint, not less than twenty-five days nor more than ninety days before the date of the meeting of the members at which directors are to be elected, a committee on nominations consisting of not less than five nor more than eleven members who shall be selected from different sections so as to insure equitable representation. No member of the board of directors may serve on such committee.

The committee, keeping in mind the principle of geographical representation, shall prepare and post at the principal office of the Cooperative at least thirty (30) days before the meeting a list of nominations for directors which may include a greater number of candidates than are to be elected. Any fifteen or more members acting together may make other nominations by petition not less than thirty (30) 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 with the notice of the meeting or separately, but at least seven

(7) days before the date of the meeting, a statement of the number of directors to be elected and the names and addresses of the candidates, specifying separately the nominations made by the committee on nominations and also the nominations made by petition, if any.

Section 5. Removal of Directors by Members. Any member may bring charges against a director and, by filing with the Secretary such charges in writing together with a petition signed by at least ten per cent of the members, may request the removal of such directors by reason thereof. Such directors shall be informed in writing of the charges at least ten (10) days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such Directors shall be considered and voted upon at the meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

Section 6. Vacancies. Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of directors by the members, a vacancy occurring in the board of directors shall be filled by the affirmative vote of a majority of the remaining directors for the unexpired portion of the term.

Section 7. Compensation. Directors shall not receive any salary for their services as directors, except that by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors, and at any meeting of any organization of which the Cooperative he may be a member. No director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for serving the Cooperative, unless the payment

and amount of compensation shall be specifically authorized by a vote of the members or the service by such director or close relative shall have been certified by the board of directors as an emergency measure

ARTICLE V MEETING OF DIRECTORS

Sections 1. Regular Meetings. A regular meetings of the board of Directors shall be held without notice, immediately after the annual meetings of the members. A regular meeting of the board of directors shall also be held monthly at such time and place as the board of directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

Section 2. Special Meetings. Special meetings of the board of directors may be called by the President or by any three directors and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the director calling the meeting shall fix the time and place for the holding of the meeting.

Section 3. Notice of Directors' Meeting. Written notice of the time, place and purposed of any special meeting of the board of directors shall be delivered to each director not less than five days previous thereto, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the Director calling the meeting. If mailed such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Cooperative, with postage thereon prepaid.

Section 4. Quorum. A majority of the board of directors shall constitute a quorum, provided, that if less than such majority of the director is present at said meeting, a majority of directors present may adjourn the meeting from

time to time: and provided further, that the Secretary shall notify any absent directors of the time and place of such adjourned meeting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, except as otherwise provided if these Bylaws.

ARTICLE VI OFFICERS

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

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

Section 3. Removal of Officers and Agents by Directors. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interest of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer, and by filing with the Secretary such charges in writing together with a petition signed by ten per centum of the members, may request the removal of such officer.

The officer against whom such charges have been brought shall be informed in writing of the charges at least ten days

prior to the board meeting at which the charges are to be considered *and* shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges, and the person or persons bringing the charges against him shall have the same opportunity. In the event the board does not remove such officer, the question of his removal shall be considered and voted upon at the next meeting of the members.

Section 4. President. The President shall:

[a] be the principal executive officer of the Cooperative and, unless otherwise determined by the members or the board of directors, shall preside at all meetings of the members and the board of directors,

[b] sign with the Secretary, any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by *the* board of directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board of directors or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

[c] in general perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time LO time.

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

Section 6. Secretary. The Secretary shall:

[a] keep the minutes of the meetings of the members and of the board of directors 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

the Cooperative and affix the seal of the Cooperative to all certificates of membership prior to the issue thereof and to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with The provisions of these Bylaws;

[d] keep a register of the names and post office addresses of all members;

[e] sign, with the President, certificates of membership, the issue of which shall have been authorized by the board of directors or the members;

[f] have general charge of the books of the Cooperative:

NI keep on file at all times a complete copy of the articles of incorporation and Bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Cooperative, Forward a copy of the Bylaws and of all amendments thereto to each member; and

[h] in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the board of directors.

Section 7. Treasurer. The Treasurer shall:

[a] have charge and custody of and be responsible for all funds and securities of the Cooperative; [hi be responsible for the receipt of and the issuance of receipts for ail moneys due and payable to the Cooperative and for the deposit of all such money in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these Bylaws and

[c] in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the board of directors.

Section S. Manager. The board of directors may appoint a manager who may he, but who shall not be required to be, a member of the Cooperative. The manager shall perform

such duties and shall exercise such authority as the board of directors may from *time* to time vest in him.

Section 9. Bonds of Officers. The treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall be bonded in such sum and with such surety as the board of directors shall determine. The board of directors in its discretion may also require any other officer, agent or employee of the Cooperative to be bonded in such amount and with such surety as it shall determine.

Section 10. Compensation. The powers, duties and compensation of officers, agents and employees shall be fixed by the board of directors subject to the provisions of these Bylaws with respect to compensation for and close relatives of directors.

Section 11. Reports. The officers of the Cooperative shall submit at each annual meeting of the member's reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII NON-PROFIT OPERATION

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

Section 2. Patronage Capital in Connection with Furnishing Electric Energy. In the furnishing of electric energy the Cooperative's operations shall be so conducted that all patrons will through their patronage furnish capital for the Cooperative. In order to induce patronage and to assure that the cooperative will operate on a non-profit 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 energy. All such amounts in excess of operating costs and expenses properly chargeable against the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy.

All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron. and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account provided that individual notices of such amounts furnished to 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 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. 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 credited to patrons' accounts may be retired in full or in part. After July 24, 1980, the board shall determine the method, basis, priority and order of retirement, if any, for all amounts heretofore, and hereafter furnished as capital. Provided (further), however, that the board shall have the power to adopt rules providing for the separate retirement of that portion ('power 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 electric service to the Cooperative. Such rules shall [a] establish a method for determining the power supply portion of capital credited to each patron for each applicable calendar year, [b] provide for separate identification on the Cooperative's books of the power supply portion of capital credited to the Cooperative's books of the power supply portion of capital credited to the Cooperative's patrons, [c] provide for appropriate notifications to patrons with respect to the power supply portion of capital credited to their accounts and [d] preclude a general retirement of the power supply portion of capital credited to patrons for any calendar year prior to the general retirement of other capital credited to patrons for any prior calendar year.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all 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 provision of these Bylaws, the board at its direction, shall have the power at any time upon the death of any patron, who was a natural person, if the legal representatives of his estate shall request in writing that the capital

credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the board, acting under policies of general application, and the legal representatives of such patron's estate shall agree upon, provided, however, that the financial condition of the cooperative will not be impaired thereby.

The 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 Bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office. Notwithstanding any provisions herein contained to the contrary, any member or former member of other customer who fails to claim any capital credits, patronage refunds, utility deposits, membership fees, or account balances within two years after payment thereof has been available to such person, shall have made an irrevocable assignment and gift to the Cooperative of such unclaimed monies. Upon

expiration of two or more years after availability of such monies, the Cooperative shall give **60** days' notice in a newspaper of general circulation, published in the County of the last known address of the member, former member or customer. Such notice shall contain the owner's name, approximate amount and type of owner's interest, and that if not duly claimed within **60** days of said notice, the same shall be deemed assigned and donated to the Cooperative. If no provable claim shall have been filed within **60** days after the one time publication of such notice, the Cooperative shall, after offsetting any outstanding amounts due and owing the Cooperative from said member, former member or customer, thereafter treat the net **unclaimed** amount as general income of the Cooperative includable in the fiscal year **in** which the

60th day falls after the published notice.

ARTICLE VIII DISPOSITION OF PROPERTY

The Cooperative may not sell, lease or otherwise dispose of, except by mortgage, all or any substantial portion of its property unless such sale, lease or other disposition is authorized at a duly held meeting of the members thereof by the affirmative vote Of not less than two-thirds of all of the members of the Cooperative, and unless the notice of such proposed sale, lease, or other disposition shall have been contained in the notice of the meeting; provided however, that notwithstanding anything herein contained, or an other provisions of law, the board of directors of the Cooperative without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom; all upon such terms and conditions as the board of directors shall determine, to secure any indebtedness of the Cooperative to United States of America or any instrumentality or agency thereof, or to any bank or other financial instillation or organization.

ARTICLE IX SEAL

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

ARTICLE X FINANCIAL TRANSACTION

Section 1. Contracts. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

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

Section 3. Deposits. All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such banks as the board of directors may select.

Section 4. Change in Rates. Written notice shall be given to the Administrator of the Rural Utilities Service of the United States of America not less than ninety (90) days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

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

ARTICLE XI

MISCELLANEOUS

Section 1. Membership in Other Organizations. The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchase, provided, however, that the Cooperative may upon the authorization of the board of directors, purchase stock in or become a member of any corporation or organization, organized on a non-profit basis for the purpose of engaging in or furthering the cause of rural electrification, or with the approval of the Administrator of RU, of any other corporation for the purpose of acquiring electric facilities.

Section 2, Waiver of Notice. Any member or director may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except in case a member or director shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

Section 3. Rules and Regulations. The board of directors shall have power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation or these Bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative.

Section 4. Accounting System and Reports. The board of directors shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Utilities Service of United States of America. The board of directors shall also after the close of each fiscal year cause to

be made a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year by a certified public accountant. A report of such audit shall be submitted to the members at the next following annual meeting.

Section 5. Area Coverage. The board shall make diligent effort to see that electric service is extended to all unserved persons within the Cooperative service area who [a] desire such service and [b] meet all reasonable requirements established by the Cooperative as a condition of such service.

ARTICLE XII AMENDMENTS

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

STATEMENT OF NONDISCRIMINATION

Pemiscot-Dunklin Electric Cooperative is a recipient of Federal financial assistance from the Rural Electrification Administration, and agency of the U.S. Department of Agriculture and is subject to the provisions of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, sex, religion, age or disability shall be excluded from participation in, admission or access to, denied the benefit of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is Tim Davis, General Manager. Any individual, or specific class of individuals who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization, or U.S. Department of Agriculture, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

**PEMISCOT-DUNKLIN ELECTRIC COOPERATIVE
"OWNED BY THOSE WE SERVE"
573-757-6641 or 1-800-558-6641**

