

SIoux VALLEY SOUTHWESTERN ELECTRIC COOPERATIVE, INC.
BYLAWS & ARTICLES OF INCORPORATION

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ARTICLE I.
MEMBERSHIP

SECTION 1. Qualifications and Obligations. Any person, firm, association, corporation, limited liability company, or body politic or subdivision thereof, (hereinafter referred to as "Patron") shall become a member of Sioux Valley Southwestern Electric Cooperative, Inc. (hereinafter called the "Cooperative") by purchasing electric energy furnished by this Cooperative. As a condition for receiving service, such member agrees to:

- (a) Make application for electric service prior to being furnished with the same, and
- (b) Comply with and be bound by the Articles of Incorporation, Bylaws, policies, rules, regulations, general terms and conditions for electric service as adopted by the Board of Directors (hereinafter referred to as "Board");
- (c) Submit a security deposit, a supplemental electric service contract, contribution in aid of construction, facilities extension fees, easements or electric service contracts in such form as may be required by the Cooperative; and
- (d) Cause all premises covered by the membership to be wired according to applicable City, State and Federal specifications and the specifications of the Cooperative. Each member shall be responsible for, and shall indemnify the Cooperative, or any other person against injury, loss or damage resulting from the defective or improper use or maintenance of the members premises, wiring and any apparatus connected thereto.

No membership certificate shall be issued, and subject to Article I, Section 2 of these Bylaws, all memberships shall be automatically effective upon receipt of electric service from the Cooperative as evidenced from the books and records of the Cooperative. No member may hold more than one (1) membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided in these Bylaws.

In the event a patron wants electric service but does not desire to be a member of the Cooperative, said patron may file a written election of non-membership with the Cooperative and shall thereafter be considered a non-member patron not entitled to the rights and privileges of membership, but shall continue to be bound by contractual conditions of service.

SECTION 2. Membership Record. Membership in the Cooperative shall be evidenced by enrolling the name of a member upon the membership record kept and maintained in the office of the Cooperative, which record shall be available for inspection by any authorized person as established by Board policy.

SECTION 3. Joint Membership and the Effect of Death, Legal Separation or Divorce Upon Same.

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, and of constituting a joint waiver of notice of the meeting;
- (b) The vote of either separately or both jointly shall constitute one joint vote;
- (c) A waiver of notice signed by either or both shall constitute a joint waiver;
- (d) Notice to either shall constitute notice of 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 as set forth in Article IV, Section 5, which shall apply only to the candidate.

Upon the death of either spouse of a joint membership, such membership shall continue to be held solely by the survivor in the same manner and to the same effect as though such membership had never been joint; provided, that the Estate of the Deceased shall not be released from any debts due the Cooperative. Upon the legal separation or divorce of the holders of a joint membership, such membership shall continue to be held solely by the one who continues directly to occupy or use the premise covered by such membership, in the same manner and to the same effect as though such membership had never been joint; PROVIDED, that the other spouse shall not be released from any debts due the Cooperative.

SECTION 4. Conversion of Membership. A membership may be converted to a joint membership upon 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.

SECTION 5. Assignment of Capital Credits. If two (2) or more names appear on the membership record, the Capital Credits shall be assigned in the first name mentioned unless otherwise arranged and stated between or among them.

In the event of the death of one of the joint owners, patronage shall be assigned and vested in the name of the surviving joint tenant. If any husband and wife as members are divorced or legally separated, the Capital Credits shall be assigned and vested in the name of the member who continues to directly occupy or use the premises covered by the membership unless informed by a Court having jurisdiction over the matter to the contrary.

SECTION 6. Purchase of Electric Energy. Each patron shall, as soon as energy shall be available, purchase from the Cooperative all electric energy required on the premises specified in that patron's Application for Service and shall pay therefore at rates which shall, from time to time, be fixed by the Board. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by patrons as capital and each patron shall be credited with the capital so furnished, as provided in these Bylaws. Each patron shall pay to the Cooperative such minimum amount, regardless of the amount of electric energy consumed, as shall be fixed by the Board from time to time. Each patron shall also pay all amounts owed by him or her to the Cooperative as and when the same shall become due and payable. When the patron has more than one (1) service

connection from the Cooperative, any payment to the Cooperative shall be deemed to be allocated and credited to his or her outstanding accounts for all such service connections in such manner as the Board of Directors shall determine from time to time.

Further, when a patron makes an undesignated payment to the Cooperative for multiple services being billed by the Cooperative, the Cooperative may apply any and all amounts paid by such patron to any and all of the accounts for which patron is being billed in such manner as determined by the Board in its sole discretion.

As required or allowed by law, and as determined by the Board; if a patron substantially reduces or ceases the patron's use, receipt or purchase of Cooperative services, either singly or in combination, then the Cooperative may charge the patron and the patron shall pay the Cooperative the costs and expenses incurred by the Cooperative in relying upon the patron's pre-reduction or pre-ceasing use, receipt or purchase of the Cooperative's services. The Cooperative shall use reasonable diligence to furnish its patrons with adequate and dependable electric service, although it cannot and therefore does not guarantee a continuous and uninterrupted supply thereof.

In the event such facilities of the patron are interfered with, impaired in their operation or damaged by the patron, or by any other person when the patron's reasonable care and surveillance should have prevented such, the patron shall indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage resulting therefrom, including, but not limited to, the Cooperative's costs of repairing or relocating any such facilities and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment. In no event shall the responsibility of the Cooperative extend beyond the point of delivery.

It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by patrons as capital. Each patron shall be credited with the capital and reserves so furnished as provided in these Bylaws. Each patron shall pay to the Cooperative such minimum amount regardless of the amount of electric energy consumed, as shall be fixed by the Board from time to time.

SECTION 7. Termination of Membership.

Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe. The membership of a member who has ceased to purchase energy from the Cooperative shall be canceled under such terms and conditions as prescribed by the Board. The Board of the Cooperative may, by the affirmative vote of not less than two-thirds (2/3) 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, but only if such member shall have been given written notice by the Cooperative that such failure makes him/her 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 or by vote of the members at any annual or special meeting.

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

ARTICLE II.
RIGHTS AND LIABILITIES OF MEMBERS

SECTION 1. Property Interest of Members.

Upon dissolution, after all debts and liabilities of the Cooperative shall have been paid, and 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 in which aggregate patronage of each bears to the total patronage of all members during the ten (10) years next preceding the date of the filing of the certificate of dissolution.

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.

SECTION 3. Publication and Subscription Fees. The Board is hereby authorized to assess and collect from the revenues from each patron each year the amount necessary to pay the subscription fee for the Cooperative's official publication, which is a newsletter or periodical published either by the Cooperative alone or in cooperation with others for the purpose of providing information and notice to the patrons.

ARTICLE III.
MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. An Annual Meeting of the members of this Cooperative may be held at the principal place of business of this Cooperative, or such other place conveniently located in the general service area served by it, and at such date and hour as may be determined by the Board and designated in the notice of the meeting. It shall be the responsibility of the Board 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 or upon the written request signed by any three (3) Directors, by the President or by ten (10%) percent or more of the members and it shall thereupon be the duty of the Secretary to cause Notice of such meeting to be given as hereinafter provided. Special meetings shall be held at the principal place of business of this Cooperative or such other place conveniently located in the general service area at such date and hour as may be determined by the Board.

SECTION 3. Notice of Members' Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting 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 to each member not less than ten (10) days nor more than twenty-five (25) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or, upon a default in duty by the Secretary, by the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her 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 that may be taken by the members at any such meeting.

SECTION 4. Quorum. A quorum necessary to the transaction of business at any meeting of the members shall be at least fifty (50) members. In determining a quorum on a question submitted to a vote by mail, members present in person, or represented by mail votes, shall be counted. The quorum shall be established by a registration of the members present at such meetings, which registration shall be verified by the President and Secretary and shall be reported in the Minutes of the meeting.

SECTION 5. Voting. Each member of the Cooperative shall be entitled to one (1) vote on each matter submitted to a vote at each meeting of the members. The spouse of a member may vote on behalf of the member unless the member has indicated otherwise. 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 Conversion or these Bylaws. Voting by proxy shall not be permitted. Any member who is absent from any Annual or Special Meeting of the members may vote by mail at such meeting upon any motion or resolution pertaining to the borrowing of funds or the mortgage, lease or other encumbrance of property. The Secretary shall enclose with the notice of such meeting an exact copy of such motion or resolution to be acted upon and such absent member shall express his/her vote thereon by placing a cross (x) in the space provided therefore opposite each such motion or resolution. Such absent member shall enclose each such copy so marked in a sealed envelope bearing his/her name and address to the Secretary at Colman, South Dakota. When such written vote so enclosed is received by mail from any absent member, it shall be counted as a vote of such member at such meeting. If a husband and wife hold a joint membership and are absent from any Annual or Special Meeting of the members, they shall jointly be entitled to vote by mail as provided in this section. The failure of any absent member to receive a copy of any such motion or resolution shall not invalidate any action which may be taken by the members at any such meeting. Voting by members other than members who are natural persons shall be allowed upon the presentation to the Cooperative, prior to or upon registration at each member meeting, of satisfactory evidence, entitling the person presenting the same to vote.

SECTION 6. Order of Business. The Board shall determine the agenda and order of business for member meetings.

SECTION 7. Resolutions. Any member may introduce a Resolution at an Annual Meeting of the Cooperative or at any special meeting of the Cooperative, so long as said Resolution is submitted in written form. Any such Resolution that is approved by the members at any such meeting shall not be binding upon the Cooperative and shall be advisory only.

ARTICLE IV. **DIRECTORS**

SECTION 1. General Powers and Duties. The business and affairs of the Cooperative shall be managed by a Board of Directors consisting of eleven (11) Directors, which Board shall exercise all of the powers of the Cooperative, except such as are by law, the Articles of Incorporation, Conversion or Merger or these Bylaws conferred upon or reserved to the members. It shall be the duty of each Director to participate in such activities as are deemed necessary to enhance the prestige of the Cooperative, broaden its operation and fulfill its public obligations as a member of the community and the Rural Electrification Program, and in furtherance thereof to devote reasonable time and attendance at meetings of affiliated organizations and at training sessions designed to assist Directors and Officers in carrying out their duties.

SECTION 2. Election and Tenure of Office. The Cooperative shall be comprised of eleven (11) director districts. The members from within each district shall nominate and elect a qualified Director from within their district. The Directors are elected for three (3) year terms on a staggered term basis. The existing staggered terms shall remain in effect unless it shall appear to the Board that

additional modifications will be necessary to maintain the staggered term concept, at which time the Board may make such adjustments as they deem necessary and appropriate. Terms of office of newly elected Directors shall commence immediately following the Annual Meeting of the members on such date as said meeting is held from year to year, provided said terms shall commence no later than July 1 of each year.

SECTION 3. Nomination and Election of Directors. District Meetings. The Board shall fix the date, hour and place of a meeting of the members in each district for which a Director is to be nominated and elected. If, in the opinion of the Board, a suitable place for the conduct of the meeting is not available in such district, then the Board shall designate a suitable meeting place reasonably near the district. The Notice of such meeting shall be given by publication of Notice thereof in the Cooperative's monthly publication in the issue published next prior to the date of such meeting or by delivery to each member located in such district as provided for in Article III, Section 3 hereof. The Notice shall include the names of all nominees and notify members that a Director will be elected at the meeting. The meeting shall, however, be open for discussion of any other matters pertaining to the business of the Cooperative, regardless of whether or not such matters were listed in the Notice of the meeting.

Whenever a vacancy in a Director's position shall exist by virtue of a Director's term expiring, any person who meets the Director qualifications as set forth in these By-Laws, may become a candidate for the office of Director for such vacancy by filing at the Corporate Headquarters at least sixty (60) days prior to the date of the District Meeting, a Nominating Petition setting forth the name of the person so nominated for the office of Director, which Petition must be signed by at least ten (10) members in good standing who also reside within the District in which the vacancy exists. If no Petitions are timely received, nominations shall be received from the floor at the District Meeting. If one (1) or more Nominating Petitions are timely received, no nominations shall be received from the floor at the District Meeting. At said District Meeting, the members present and voting shall select by secret written ballot a Director to fill the expired term in that District. Each member present and voting shall be entitled to vote for one (1) Director nominee. The Director candidate receiving the most votes shall be declared to be the elected Director of the Corporation from the particular District. In the event there are no more Director nominees than there are vacancies, the Director candidate may be elected by voice vote at the District Meeting.

The meeting shall be called to order by the Director residing within the district or, in his or her absence or refusal to act, by any other Director of the Cooperative. In the absence of a Director, any member residing within the district may call the meeting to order.

The Director or person calling the meeting to order shall appoint a Chairperson to preside at said meeting. The Chairperson shall be someone other than the Director. The Chairperson shall appoint a Secretary to act for the duration of the meeting. A quorum of twenty-five (25) members present and who reside within the District shall be necessary to conduct the election portion of said meeting.

Following the balloting, the name of the persons nominated and the number of votes received by each candidate shall be set forth in the Minutes, which shall specify the duly elected Director, following the vote. A copy of the Minutes signed by the Secretary and Chairperson of the District Meeting shall be delivered to the Cooperative within five (5) days of such District Meeting.

In the event of a tie vote between candidates receiving the highest number of votes, none of the candidates shall be elected and a run-off election shall be held between the candidates who tied in receiving the highest number of votes, said election to be held at the same meeting. If the tie is not resolved by the re-balloting, the winner may be resolved by the flip of a coin.

SECTION 4. Director Districts. The territories served or to be served by the Cooperative shall be divided into eleven (11) districts. Each district shall be represented by one (1) director. The eleven (11) districts shall be as follows:

District No. 1 shall be made up of those Townships in Brookings County, South Dakota, which lie within Ranges 47, 48 and 49 and Townships 109, 110, 111 and 112; and Range 50 and Townships 111 and 112.

District No. 2 shall be made up of those Townships in Brookings County, South Dakota, which lie within Ranges 51 and 52 and all that part of Kingsbury County, South Dakota, served by the Cooperative.

District No. 3 shall be made up of all Townships in Moody County, South Dakota.

District No. 4 shall be made up of all Townships in Lake County, South Dakota.

District No. 5 shall be made up of those Townships in Minnehaha County, South Dakota, which lie within Ranges 50, 51 and 52 and Townships 103 and 104.

District No. 6 shall be made up of those Townships in Minnehaha County, South Dakota, which lie within Ranges 47,48 and 49 and Townships 103 and 104.

District No. 7 shall be made up of those Townships in Minnehaha County, South Dakota, which lie within Ranges 50,51 and 52 and Townships 101 and 102.

District No. 8 shall be made up of those Townships in Minnehaha County, South Dakota, which lie within Range 47, 48 and 49 and Townships 101 and 102.

District No. 9 shall be made up of those Townships in Pipestone County, Minnesota, which lie within Ranges 44, 45, 46 and 47 and Townships 107 and 108; and Ranges 45, 46 and 47 and Township 106.

District No. 10 shall be made up of those Townships in Pipestone County, Minnesota, which lie within Township 105, and Ranges 44, 45, 46 and 47 and Townships 106, Range 44. District 10 also includes the following Townships in Rock County, Minnesota; Township 104, Ranges 44, 45,46 and 47 and Township 103, Range 44.

District No. 11 shall be made up of those Townships in Rock County, Minnesota, which lie within Ranges 44, 45, 46, and 47 and Townships 101 and 102; and Ranges 45, 46 and 47 in Township 103.

SECTION 5. Qualifications. Any member shall be eligible to be nominated or elected or to remain a Director, provided that:

- (a) They are a natural person receiving electric service from the Cooperative or meet the qualifications for corporate representation.
- (b) They have the capacity to enter legally binding contracts;
- (c) They have been and shall remain a resident of the district for which they are or were nominated or elected for at least one (1) year prior to nomination, and continue to reside therein during their entire term as Director, except

- (1) While a Director and during the five (5) years immediately prior to becoming a Director, they have not been convicted of a felony,
- (2) They or their spouse are not employed by, materially affiliated with or have a material financial interest in any individual or entity which either is:
 - (i) Directly and substantially competing with the Cooperative, or any of its subsidiaries; or
 - (ii) Selling goods and services in substantial quantity to the Cooperative or its subsidiaries; or having sold goods or services in substantial quantity to the Cooperative or its subsidiaries within three (3) years of seeking nomination.
 - (iii) Possessing a substantial conflict of interest with the Cooperative or any of its subsidiaries; or
 - (iv) They are not in any way employed by the Cooperative or any of its subsidiaries nor have they been employed by the Cooperative or its subsidiaries within three (3) years of the directors nomination, and
 - (v) They are not a close relative of any existing Director or existing employee of the Cooperative or its subsidiaries. For the purpose of this section only “close relative” shall mean a person who is either a child, grandchild, stepchild, parent, grandparent, stepparent, brother or sister, by blood or in-law, of the principal.

d) A designated representative of any non-human member such as a corporation, shall, notwithstanding that he or she does not receive service from the Cooperative at their primary residential abode, be eligible to become a Director, if:

- 1) He or she is an officer of said non-human member; and
- 2) He or she is in substantial permanent occupancy, direction or use of the premises served by the Cooperative; and
- 3) He or she is a permanent year round resident within the district for which the Corporation or non-human member is receiving service, and
- 4) Otherwise meets the qualifications set forth herein, provided, however, that no more than one (1) such person as the designated representative may serve on the Board at the same time and in the event that he or she should resign or is unwilling to so act, the directorship shall become vacant.

SECTION 6. Removal of Directors by Members. Any member who resides within a district may bring charges against a Director from within that District by filing with the Secretary such charges in writing, together with a Petition signed by at least ten (10%) percent of the members residing within said district, or three hundred (300) whichever is lesser, requesting the removal of such Director by reason thereof. Such Director 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. He or she 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 or her shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at the

meeting of the district members and any vacancy created by such removal may be filled by a vote of the district members at such meeting without compliance with the foregoing provisions with respect to nomination and election of Directors.

SECTION 7. Removal of Directors by the Board of Directors. Any Director may be removed from the Board by a vote of three-fourths (3/4) of the Directors at a duly constituted and conducted Meeting of the Board. Such removal must be for cause and the persons subject to such removal shall be informed in writing of the charges at least twenty-five (25) days prior to the Meeting of the Board in 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 with respect to the charges. The Directors bringing the charges against the Board Members shall have the same opportunity. In the event a Director is removed in said fashion, the Directors shall call a Special District Nominating and Election Meeting to be held within thirty (30) days, at which time a new Director shall be nominated and elected from said District.

SECTION 8. Resignations. Any Director may resign his or her position at any time. Such resignation shall be made in writing, shall be submitted to the Secretary and shall take effect at such time as specified therein.

Any Director who is absent from three (3) out of twelve (12) consecutive Regular Meetings of the Board or who is certified by a medical doctor to be unable to physically or mentally perform his or her duties as a member of the Board of Directors shall be deemed to have so tendered his or her resignation from the Board, but such resignation shall not be considered effective unless and until a three-fourths (3/4) majority of the remaining Board accepts such resignation and declares that Board seat vacant.

SECTION 9. Vacancies. Subject to the provisions of these Bylaws with respect to the filling of vacancies caused by the removal of Directors by the members or the Board, a vacancy occurring in the Board shall be filled by the affirmative vote of the majority of the remaining Directors for the unexpired portion of the term.

SECTION 10. Compensation. Directors shall be authorized, by resolution of the Board to establish compensation and other benefits for their services as Directors of the Cooperative. 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 vote of the members or the service by such Director or close relative shall have been certified by the Board as an emergency measure.

ARTICLE V. MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. A Regular Meeting of the Board may be held without notice, immediately after the adjournment of the Annual Meeting of the members, or as soon thereafter as convenient. A Regular Meeting of the Board shall also be held monthly at such date, time and place as the Board may provide by resolution. Such Regular Monthly Meeting may be held without notice other than such resolution fixing the time and place thereof; provided, however, that any Board Member absent from any meeting of the Board at which such a resolution initially determines or makes any change in the date, time or place of a Regular Meeting shall be entitled to receive written notice of such determination or change at least five (5) days prior to the next meeting of the Board.

SECTION 2. Special Meetings. Special Meetings of the Board may be called by the President or by any three (3) Directors and it shall thereupon be the duty of the Secretary to cause such notice of said meeting to be given as hereinbefore provided. The President or the Directors calling the meeting shall fix the time and place for the holding of the meeting.

SECTION 3. Meetings by Teleconference. Regular or Special Meetings of the Board may be by teleconference if conducted in accordance with State Law pertaining thereto.

SECTION 4. Notice of Directors' Meetings. Written notice of the time, place and purpose of any Special Meeting of the Board shall be delivered to each Director not less than five (5) 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 Directors 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/her address as it appears on the records of the Cooperative, with postage thereon prepaid. Written notice may also be made by electronic mail (E-mail), provided that the Director has provided the Cooperative in advance with his or her E-mail address and consents to said notice by electronic mail.

SECTION 5. Quorum. A majority of the Board shall constitute a quorum, provided that, if less than such majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time; and 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, except as otherwise provided in the 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 from time to time. The offices of Secretary and Treasurer may be held by the same person.

SECTION 2. Election and Term of Office. The officers shall be elected by ballot annually, by and from the Board, said election to be held at the next regularly scheduled Board Meeting following the Annual Meeting, or as soon thereafter as may conveniently be scheduled. Each officer shall hold office until the first meeting of the Board following the next Annual Meeting of the members or until his or her successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board 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 may be removed by the Board whenever in its judgment the best interests 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 (10) percent of the members, or 300, whichever is the lesser, 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 (10) 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 to the charges; and the person or persons bringing the charges against him/her shall have the same opportunity.

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

SECTION 5. Vice President. In the absence of the President, or in the event of his/her 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/her by the Board.

SECTION 6. Secretary. The Secretary shall be responsible for:

- (a) Keeping the Minutes of the meetings of the members and of the Board in books provided for that purpose;
- (b) Seeing that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) The safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its seal, is duly authorized in accordance with the provisions of these Bylaws or Board policy;
- (d) Keeping a register of the names and post office addresses of the members;
- (e) Signing, with the President, any legal documents authorized by the Board, unless the signing of such documents has been delegated to other officers, agents or employed personnel.
- (f) Keeping 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 furnishing a copy of the Bylaws and of all amendments thereto each member; and
- (g) In general, performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board.

SECTION 7. Treasurer. The Treasurer shall be responsible for:

- (a) Custody of all funds and securities of the Cooperative;
- (b) The receipt of and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies 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) The general performance of all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board.

SECTION 8. Manager/Chief Executive Officer. The Board may appoint a Manager who may be, but who shall not be required to be, a member of the Cooperative. This individual may also be designated as a Chief Executive Officer or Executive Vice President. The person so appointed shall perform such duties and shall exercise such authority as the Board may, from time to time, vest in him/her.

SECTION 9. Bonds or Insurance 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 or insured in such sums and with such surety as the Board shall determine. The Board, in its discretion, may also require any other officer, agent or employee of the Cooperative to be bonded or insured 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, subject to the provisions of these Bylaws with respect to compensation for Directors and close relatives of Directors.

SECTION 11. Reports. The officers of the Cooperative shall submit at each Annual Meeting of the members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII. NON-PROFIT OPERATIONS

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

SECTION 2. Patronage Capital in Connection With Furnishing Electric Energy. In the furnishing of electric energy, the Cooperative's operations shall be 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, members and non-members alike, for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons, members and non-members alike, as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of the 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/her account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuant of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

Notwithstanding anything contained herein to the contrary, the Board may divide the business of the Cooperative into one (1) or more various and different departments or pools using rules of reasonable application so that amounts received and receivable from the operation of the Cooperative's business will be considered proceeds to one (1) or more various departments or pools and each of such departments or pools shall have operating costs and other expenses or deductions properly chargeable to the total proceeds of said department or pool.

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

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro-rated 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 then credited to patrons' accounts may be retired in full or in part. 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 that the Board shall have the power to adopt rules providing for the separate retirement of that portion of capital credited to the accounts of patrons that corresponds to capital credited to the account of the Cooperative by organizations in which the Cooperative is a member. Such rules shall (a) establish a method for determining the particular portion of capital credited to each patron for each applicable fiscal year, (b) provide for separate identification on the Cooperative books of the separate portion or portions of capital credited to the Cooperatives' patrons, (c) provide for appropriate notification to patrons with respect to the separate portions of capital credited to their accounts and (d) preclude a general retirement of these separate portions of capital credited to patrons for any fiscal year prior to the general retirement of other capital credited to patrons for the same year or of any capital credited to patrons for any prior fiscal year.

Capital credits to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the Board, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provisions of these Bylaws, the Board, at its discretion, shall have the power at any time upon the death of any patron, who was a natural person, if the legal representatives of his/her 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 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 death of either spouse who is a party to a joint membership shall constitute a termination of said membership and shall be treated in all manner as the death of any other patron for early retirement of patronage capital as provided for in these Bylaws.

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 Board is hereby authorized to apply the capital credits of any member against any obligation that the member may owe the Cooperative for any services or products purchased from or through the Cooperative. This shall apply only when the member is no longer receiving electric service from the Cooperative and shall be at the discretion of the Board.

SECTION 3. Other Patronage Allocations. In the event that the Cooperative should engage in the business of furnishing goods or services other than the delivery of electric energy, all amounts received and receivable therefrom which are in excess of costs and expenses, properly chargeable against the furnishing of such goods or services, may be allocated annually and returned to the members of this Cooperative, or may be used by the Cooperative as permanent, non-allocated capital. In addition, all amounts allocated to the Cooperative from other organizations that furnish services, supplies or products to the Cooperative may be allocated annually and returned to the members of this Cooperative, or may be used by the Cooperative as permanent, non-allocated capital. The Board of Directors shall determine the method, basis, priority and order of retirement, if any, for all such amounts heretofore or hereafter allocated to the members of this Cooperative.

ARTICLE VIII.
ENCUMBERING OR DISPOSING OF PROPERTY

SECTION 1. Encumbering Cooperative Property. The Board shall have full power to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust of, 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 therefrom, all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Cooperative to the United States of America or any agency or instrumentalities thereof, or any other lender.

SECTION 2. Other Disposition. Except as provided in Section 1 of this Article, the Cooperative may not sell, lease, or otherwise dispose of all or a substantial portion of its property, unless such sale, lease, or other disposition is authorized by the affirmative vote of not less than a majority of all members of the Cooperative; members voting thereon must be present and vote in person; provided, however, that notwithstanding any other provisions of this Article, or any other provisions of law, the Board may, upon the authorization of a majority of all members of the Cooperative at a meeting of members thereof, called for that purpose, sell, lease or otherwise dispose of all or a substantial portion of its property to another cooperative or to the holder or holders of any notes, bonds or other evidences of indebtedness issued to the United States of America or any agency or instrumentality thereof or any other lender.

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."

ARTICLE X.
FINANCIAL TRANSACTIONS

SECTION 1. Contracts. Except as otherwise provided in these Bylaws, the Board 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 and 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, and/or countersigned by such officer or officers, agent or agents, employee or employees of the Cooperative and in such a manner as shall from time to time be determined by resolution of the Board.

SECTION 3. Deposits. All funds except petty cash of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank, or banks, as the Board may select.

SECTION 4. 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 in the same year.

ARTICLE XI. MISCELLANEOUS

SECTION 1. Membership in Other Cooperatives. 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, 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 of any other organization, when in the opinion of the Board such membership will promote the interest of the Cooperative.

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, either before or after such meeting. 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 grounds that the meeting has not been lawfully called or convened.

SECTION 3. Policies, Rules and Regulations. The Board shall have the power to make and adopt such policies, rules and regulations, not inconsistent with law, the Articles of Conversion 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 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 generally accepted accounting standards. The Board shall also after the close of each fiscal year cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial condition of the Cooperative at the end of such fiscal year. 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's service area who (a) desire such service, and (b) meet all reasonable requirements established by the Cooperative as a condition of such service.

SECTION 6. Rules of Procedure. Unless otherwise provided in these Bylaws, the rules of parliamentary procedure as provided in "Roberts Rules of Order" shall govern the conduct of all meetings of the Board and meetings of members of the Cooperative.

SECTION 7. Assignment and Gift by Failure to Claim.

(a) Notwithstanding any other provisions of the Bylaws, if any patron or former patron fails to claim any cash retirement of capital credits or other payment from the Cooperative within three (3) years after payment of the same has been made available to him/her by check mailed to him/her at his/her last address furnished by him/her to the Cooperative, such failure shall be and constitutes an

irrevocable assignment and gift by such member of such capital credit or other payments to the Cooperative.

(b) Failure to claim any such payment within the meaning of this section shall include the failure of such patron or former patrons to cash any check mailed to him/her by the Cooperative at the last address furnished by him/her to the Cooperative.

(c) The assignment and gift provided for under this section shall become effective only upon the expiration of three (3) years from the date when such payment was made available to such patron or former patron without claim therefore and only after the further expiration of sixty (60) days following the giving of a Notice by mail or publication that unless such payment is claimed within sixty (60) days, such gift to the Cooperative shall become effective.

(d) The Notice by mail herein provided shall be one mailed by the Cooperative to such patron or former patron at the last known address. If Notice by publication is given, such publication shall be one insertion in a newspaper circulated in the service area of the Cooperative.

(e) The sixty (60) day period following the giving of such Notice, either by mail or publication, shall be deemed to terminate sixty (60) days after the mailing or publication of such Notice.

SECTION 8. Credentials and Election Committee. The Board shall, at least ten (10) days before any meeting of the members, appoint a Credentials and Election Committee consisting of an uneven number of members, not less than five (5) nor more than eleven (11) who are not close relatives or members of the same household of a Director. In appointing the Committee, the Board shall have regard for equitable representation of the several areas served by the Cooperative. It shall be the responsibility of the Committee to pass upon all questions that may arise with respect to the registration of members, to count all ballots cast in any ballot vote taken, and to rule upon the effect of any ballots irregularly marked. The Committee's decisions on all such matters shall be final.

SECTION 9. Capital Reserve. The Cooperative may establish and maintain a capital reserve for the purpose of providing a reserve against which this Cooperative may charge losses and other charges.

ARTICLE XII. AMENDMENTS

SECTION 1. Standard Amending Procedure. These Bylaws may be altered, amended or repealed by the members at any Annual or Special Meeting by the affirmative vote of a majority of those members voting thereon. A copy of the proposed alteration, amendment, or repeal, or a statement specifying the nature of the proposed alteration, amendment, or repeal shall be mailed to all members in the same manner and time as is provided for Notice of the Annual Meeting. Any amendment which is germane to the proposed alteration or amendment specified in the notice and submitted at such meeting may be acted upon at said meeting with the same force and effect as though it had been contained in the notice of the meeting.

SECTION 2. Initiated Amendments. Proposed alterations, amendments, or repeals to the Bylaws may be initiated by the members by filing with the Cooperative at least sixty (60) days prior to the date of such Special or Annual Membership Meeting, a petition signed by at least ten (10) percent of the members of the Cooperative, setting forth the proposed alterations, amendments or repeals and requesting that same be submitted to the membership for approval or rejection. Upon receipt of such a petition, the Cooperative shall give notice of said proposed alterations, amendments or repeals as provided herein and submit same to the membership for rejection or approval at the next Annual or Special Meeting thereof.

**ARTICLES OF AMENDMENT
TO ARTICLES OF CONSOLIDATION,
ARTICLES OF CONVERSION AND ARTICLES OF MERGER
OF SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.**

ARTICLE I.

The name of the Corporation is SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

ARTICLE II.

The address of the principal office of the Corporation is Box 216, Colman, South Dakota 57017.

ARTICLE III.

The Cooperative was converted to a rural electric cooperative from a consolidated corporation pursuant to the Electric Cooperative Act of South Dakota, Chapter 33 of the Laws of 1947. The Directors of the converted Cooperative were HARVEY J. BLY of Brandon, South Dakota; WARNER BOYD of Madison, South Dakota; LUTHER EGAN of Chester, South Dakota; L.W. ELLEFSON of Sherman, South Dakota; WILLIAM HASVOLD of Flandreau, South Dakota; W.C. KOBALL of Hartford, South Dakota; FLOYD LEE of Colman, South Dakota; LOUIS LORENTSON of Egan, South Dakota; ADOLPH QUAIL of Volga, South Dakota; E.G. SANDERSON of Aurora, South Dakota; and LEROY ULLMAN of Brookings, South Dakota.

ARTICLE IV.

The names and addresses of the existing Directors of SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC., are HENNING HANSEN of Elkton, South Dakota; EUNICE BARTELS of Jasper, Minnesota; JAN BOBENDRIER of Pipestone, Minnesota; MARK ROGEN of Sherman, South Dakota; GARY DROST of Luverne, Minnesota; DIAN HOVEN of Colton, South Dakota; ERNEST KROEGER of Hartford, South Dakota; DAVID LARSEN of Sinai, South Dakota; BRUCE MARTINSON of Jasper, Minnesota; CURTISS NELSON of Wentworth, South Dakota; and CLIFF NOCK of Valley Springs, South Dakota.

ARTICLE V.

To the fullest extent permitted by South Dakota Codified Laws, as the same may exist or may hereafter be amended, a Director of this Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a Director.

ARTICLE VI.

The Cooperative shall have such powers as are authorized for rural electric cooperatives, pursuant to Chapter 47-21 South Dakota Compiled Laws, as amended from time to time.