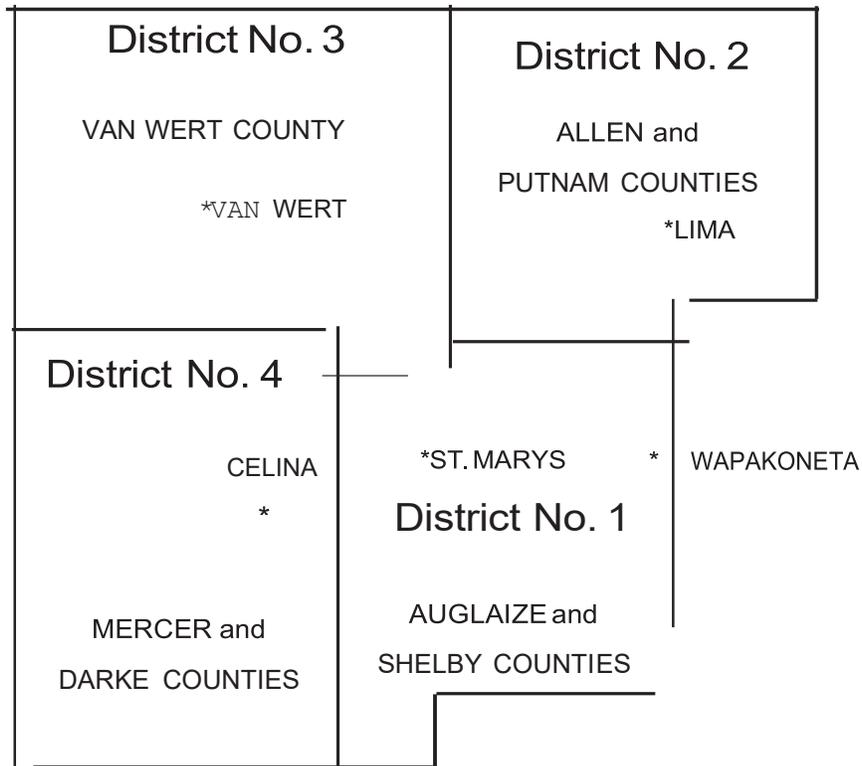


**Articles of Incorporation
and
Code of Regulations
of
Midwest Electric, Inc.**

The Code of Regulations are as amended through June 4, 2022.

Outlined below are the four Districts that comprise the geographical area served by the cooperative.



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Articles of Incorporation Of Midwest Electric, Inc.

FIRST, The name of said Corporation shall be "Midwest Electric, Inc."

SECOND, The place in this state, where the principal office of the Corporation is to be located is St. Marys, Auglaize County, Ohio.

THIRD, The purposes for which the Corporation is formed are:

(1) To engage in operations as a public utility rendering electric service to members and non-member patrons; to generate, manufacture, purchase, acquire and accumulate electric power and/or energy for, and to transmit, distribute, furnish, sell and dispose of such electric power and/or energy to its members and non-member patrons, and to construct, erect, purchase, lease as lessee and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and electric transmission and/or distribution lines or systems necessary, convenient or useful for carrying out and accomplishing any or all of the foregoing purposes; and, without limiting the generality of the foregoing, but in amplification thereof, or otherwise, other electric generation, transmission and/or distribution systems, which purpose may be effected through the acquisition of real or personal property, or the acquisition of stocks or other corporate securities evidencing the ownership of real and personal property constituting such other electric systems, or portions thereof or through merger or consolidation;

(2) To supply electric power and/or energy to its members and non-member patrons without any discrimination or preference as between members and non-member patrons and to enter into and perform franchises and other contracts with political subdivisions, bodies politic, governmental agencies or instrumentalities, industrial and commercial concerns, residential customers and others which franchises or contracts provide for the supplying of electric power and/or energy or otherwise rendering electric service to any such concerns, customers, subdivisions, bodies, agencies, instrumentalities, or the citizens thereof;

(3) To acquire, hold, own, use, exercise and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate, encumber, subject to liens or security interest, and in any manner dispose affranchises, rights, privileges, licenses, rights of way and easements necessary, useful or appropriate to accomplish any or all of the purposes of the Corporation;

(4) To purchase, receive, lease as lessee, or in any other manner acquire, own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge or otherwise dispose of, encumber, subject to liens or security interests any and all real and personal property or any interest therein necessary, useful or appropriate to enable the Corporation to accomplish any or all of its purposes;

(5) To furnish under contract with any person, partnership, firm, political subdivision, body politic or governmental agency or instrumentality, corporation or association technical services, including, without limitation because of enumeration, engineering,

bookkeeping, auditing, construction, line and communication equipment, repair and maintenance of distribution systems, meter reading, billing, collecting, financing, and any and all other specialized management or operation services for electrical distribution or transmission firms or companies;

(6) To borrow money, to make and issue bonds, notes and other evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any of the other objects or purposes of the Corporation; to secure the payment of such bonds, notes, or other evidences of indebtedness by mortgages, deeds of trust, security agreements and financing statements, or by the pledge of, or other lien upon, any or all of the property, rights, privileges or permits of the Corporation, wheresoever situated, acquired or to be acquired; and

(7) To assist its members and non-member patrons served by it to wire premises and install therein electrical and pumping appliances, fixtures, machinery, supplies, apparatus, and equipment of any and all kinds, in connection therewith, and for such purposes, to purchase, acquire, lease, sell, distribute and to receive, acquire, endorse, pledge, hypothecate, and dispose of notes and other evidences of indebtedness:

(8) To promote and develop the use of electric power and/or energy and to engage in area development and similar activities in order to promote and develop the use of electric power

(9) To aid in any manner permitted by law any firm or individual, corporation or association, domestic or foreign, in which the corporation may own any shares of stock, bonds, debentures, notes, evidences of indebtedness or other securities, contracts or obligations, or in which the corporation may have any other legal or equitable interest, and to do any other act permitted by law to preserve, protect, improve or enhance the value of the same or the property represented thereby; and to organize or promote or facilitate the organization or subsidiary corporations;

(10) To do and perform, for itself, its members and its non-member patrons, any and all acts and things, and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes or as may be incidental thereto, or as may be permitted by law.

The enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers of the Corporation, and the Corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of the character of the Corporation by the laws of the State of Ohio now or hereafter in force.

FOURTH, Section 1. Any person, firm, corporation or body politic may become a member in the Corporation by:

- (a) paying the membership fee specified in the Code of Regulations
- (b) agreeing to purchase from the Corporation electric energy as specified in the Code of Regulations; and
- (c) agreeing to comply with and be bound by these Articles of Incorporation and the Code of Regulations of the Corporation and any amendments thereto and

such rules and regulations as may from time to time be adopted by the Board of Directors of the Corporation.

Section 2. The Code of Regulations of the Corporation may define and fix other duties and responsibilities of the members and prescribe other terms and conditions upon which member shall be admitted to and retain membership in the Corporation not inconsistent with these Articles of Incorporation or the act under which the Corporation is organized.

Section 3. No member shall be individually liable or responsible for any debts of the Corporation.

Section 4. The Board of Directors shall have power to make such rules and regulations not inconsistent with law, these Articles of Incorporation, or the Code of Regulations of the Corporation, as the Board of Directors may deem advisable for the management, administration, and regulation, of the business and affairs of the Corporation.

FIFTH, At all meetings of members as in these Articles hereinafter provided in Articles SIXTH, SEVENTH, and EIGHTH, a member may vote by proxy executed in writing by the member. Such proxy shall be filed with the Secretary before or at the time of the meeting, and no proxy shall be voted at any meeting of the members unless it shall designate the particular meeting at which it is to be voted, and no proxy shall be voted at any meeting other than the one so designated or any adjournment of such meeting. No member shall vote as a proxy for more than two (2) members at any meeting of the members and no proxy shall be valid after sixty (60) days from the date of its execution. The presence of a member at a meeting of the members shall revoke a proxy theretofore executed by him and such member shall be entitled to vote, at such meeting in the same manner and with the same effect as if he had not executed a proxy.

SIXTH, The Corporation may not sell, lease, or otherwise dispose of its property, other than:

- (1) Property which in the judgment of the Board of Directors neither is nor will be necessary or useful in operating and maintaining the Corporation's system and facilities; provided, however, that all sales of such property shall not in any one (1) year exceed in value ten per centum of the value of all of the property of the Corporation;
- (2) Services of all kinds, including electric energy; and
- (3) Personal property acquired for resale; unless such sale, lease, or other disposition is authorized by the affirmation vote cast in person or by proxy, at a duly held meeting of the members of the Corporation, of two-thirds (2/3) of all the members of the Corporation and the notice of such sale, lease or other disposition shall have been contained in the notice of the meeting.

SEVENTH, The Board of Directors, without authorization by the members, shall have full power and authority to borrow money from the United States of America or any agency or instrumentality thereof, or from any other bona fide lender, lending institution, or investor, and in connection with such borrowing to authorize the making and issuance of bonds, notes or other evidence of indebtedness and, to secure the payment thereof; to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights,

privileges, licenses, franchises and permits of the Corporation, whether acquired or to be acquired, and wherever situated, all upon such terms and conditions as the Board of Directors shall determine.

EIGHTH, The Articles of Incorporation may be amended or repealed by a majority vote of the members, cast in person or by proxy, at a duly held meeting, or by mail or electronic means in the same manner as is provided in the Code of Regulations at Article XIV, except Articles Fifth and Sixth hereof which shall require the affirmative vote of two-thirds (2/3) of the members, cast in person or by proxy at a duly held meeting of the members, or by mail or electronic means in the same manner as is provided in the Code of Regulations at Article XIV, provided that in the case of a vote conducted at a meeting, notice of such meeting shall have contained a copy of the proposed amendment or repeal.

NINTH, These Amended Articles of Incorporation supersede and take the place of the existing Articles of Incorporation as amended.

CODE OF REGULATIONS OF MIDWEST ELECTRIC, INC.

ARTICLE I MEMBERSHIP

SECTION 1. Requirements for Membership. All those persons, firms, associations, corporations, partnerships, body politics, subdivisions, or other entities, who request or have requested electric service from the Cooperative shall, without further application, be “members” of the Midwest Electric Cooperative immediately upon payment of the next or initial billing or statement for permanent electric service. The payment for permanent electric service and acceptance of service shall signify the applicant’s intention and request to become a “member” unless by written contract or written application the membership status is either waived, not accepted, or a different status is mutually agreed upon.

All members and applicants for electric energy shall purchase from the Cooperative the electric power and/or energy specified and agree to comply with and be bound by the Articles of Incorporation and Code of Regulations of the Cooperative together with all rules and regulations and policies adopted by the Board of Directors of the Cooperative.

Members and patrons shall cause their premises served by the Cooperative to be electrically wired in accordance with the National Electrical Safety Code and wiring specifications approved by Midwest Electric, Inc. and do grant the Cooperative and its representatives the right to enter upon the property being served for the purpose of

doing any and all things necessary to properly maintain the supply of electric service to any member or patron.

In the event any indebtedness incurred by the member or patron to the Cooperative is not satisfied after due notice has been given to the member or patron, the Cooperative may terminate its relationship with the member or patron and discontinue to provide electrical service to the member or patron. As a condition for supplying electrical service to members or patrons, the Cooperative may require cash deposits at the time of providing service and may require the installation of certain load management control devices on specific electrical equipment on the member's or patron's premises.

All members and patrons are deemed subscribers to the Cooperative newsletter or magazine, the cost of said subscription prescribed by Ohio Rural Electric Cooperatives of Columbus, Ohio, being included in the rates and charges of the Cooperative for electrical service to the member or patron.

No member may hold more than one membership in the Cooperative. Memberships may be transferable or converted only as provided in this Code of Regulations. Any member may terminate their rights of membership as described in the Articles of Incorporation and in this Code of Regulations by filing with the Cooperative board a written request to withdraw from membership status. Withdrawn members shall thereafter become "patrons" of the cooperative and not thereafter eligible for voting or holding office or other privileges accorded to "members" as set forth in the Articles of Incorporation and Code of Regulations of the Cooperative, but shall still be bound by the provisions required of "members" set forth in the Articles of Incorporation and the Code of Regulations of the Cooperative.

SECTION 2. Joint Membership. A legally married couple 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 this Code of Regulations shall be deemed to include a legally married couple 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 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 shall constitute 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 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, Code of Regulations 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.
- (c) Upon the legal separation or divorce of the holders of a joint membership, such memberships shall continue to be held solely by the one who continues directly to occupy or use the premises 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.
- (d) Upon the dissolution for any reason of partnership, other than death of a partner or partners, such membership shall continue to be held solely by such remaining partner or partners as were parties to the original membership and continue directly to occupy or use the premises covered by such membership.

SECTION 4. 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 application for membership, 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 power and/or energy in excess of the cost of service are furnished by the patrons of the Cooperative, whether members or non-members, as capital and each patron shall be credited with the capital so furnished as provided in this Code of Regulations. Each patron shall 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 the premises of any patron, 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 5. Termination of Membership.

- (a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe. The Board may, by the affirmative vote of not less than two-thirds of all the members of the Board, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, this Code of Regulations, 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 liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the Board or by vote of the members at an annual meeting, a special meeting, or by mail as provided herein at Article XIV.

- (b) Upon the withdrawal, death, cessation of existence, cessation of the Cooperative's electric service to, or expulsion of a member, the membership of such member shall thereupon terminate. The Board may adopt uniform rules governing the membership status of persons whose electric service is temporarily discontinued by the Cooperative. Termination of membership in any manner shall not release a member or his estate from any debts or obligations due the Cooperative.

SECTION 6. Service to all Persons Within the Cooperative's Service Area.

- (a) The Cooperative shall extend electric service to all persons, whether a natural person or a firm, association, corporation, partnership, body politic or a subdivision thereof, within the Cooperative's service area who (i) desire such service and (ii) meet all requirements established by the Cooperative as a condition of such service. Conditions of service shall be set forth in the rules and regulations of the Cooperative. All such rules and regulations shall be just, reasonable and not unreasonably discriminatory or preferential. No discrimination or preference shall be made between member and non-member patrons of the Cooperative with respect to rates or terms or conditions of service. As used in this Code of Regulations, the term "service area" shall mean the entire geographic area wherein the Cooperative supplies electric power and/or energy or maintains electric facilities as well as all areas adjacent thereto which are unserved by any other supplier of electric energy, and all areas which are closer to the electric distribution facilities of the Cooperative than to the electric distribution facilities of any other electric supplier.
- (b) Nothing contained in this Code of Regulations, in the Cooperative's rules and regulations, policies, or otherwise, shall be construed to prevent the Cooperative from selling electric power and/or energy or otherwise rendering electric service to non-members or to prohibit the Cooperative from entering into and performing franchises or other contracts with political subdivisions, bodies politic, or governmental agencies or instrumentalities, which franchises or contracts provide for the selling of electric power and/or energy or otherwise rendering electric service to any such subdivision, bodies, agencies, instrumentalities or the citizens thereof.

**ARTICLE II
RIGHTS AND LIABILITIES OF MEMBERS**

SECTION 1. Property Interest of Members. Upon dissolution, after

- (a) All debts and liabilities of the Cooperative have been paid, and
- (b) All capital furnished through patronage has been retired as provided in this Code of Regulations, 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.

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 MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. The annual meeting of the members of the Cooperative shall be held each year at a time, day, and place to be designated by the Board of Directors, notice of which shall be in conformance with other provisions of these Regulations. Unless the Board of Directors shall otherwise decide, the location of said Annual Meeting shall be changed from year to year in a rotating numerical order in the districts as set forth in Article IV, Section 1 of these Regulations. Said Annual Meeting shall be for the purpose of electing Directors (or for announcing the results of the Director election if the Cooperative, through its Board of Directors, conducted the election by mail ballot), passing upon reports covering the previous fiscal year, and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any 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 conveniently may be. 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 maybe called by resolution of the Board, or upon a written request signed by any three Board members, by the President, or by ten per centum or more of all the members, and it shall thereafter be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the service area of the Cooperative designated by the Board.

SECTION 3. Notice of Members' Meetings. Written notice, stating the time, place, and purpose of said meeting, shall be given at the direction of the Secretary by personal delivery or by mail not less than ten (10) days nor more than sixty (60) days before the day of the meeting to each member of the corporation at their address as listed on the membership rolls on the date of delivery or mailed. Said notice may be included in the newsletter of the cooperative if delivered or mailed within the times set forth herein. When mailed, such notice shall be deemed to be given on the date the same is deposited in the U.S. Mail with postage prepaid. Notice of the adjournment of a meeting need not be given by delivery or by mail if the time and place to which it is adjourned are fixed and announced at the meeting for which proper notice was given pursuant to these Regulations. Failure of any member to receive actual notice of any meeting of the members shall not invalidate any action taken by the members at such meeting.

SECTION 4. Quorum. One hundred members present in person or represented by proxy shall constitute a quorum, except as otherwise provided in the Articles of Incorporation, for the transaction of business at all meetings of the members. In case of a joint membership the presence at a meeting of either or both of the members, shall be regarded as the presence of one member. A majority of those present in person or represented by proxy may adjourn the meeting from time to time without further notice.

SECTION 5. Voting. Each member shall be entitled to one (1) vote and no more 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 or by proxy except as otherwise provided by law, the Articles of Incorporation or this Code of Regulations.

SECTION 6. Proxies. At all meetings of the members, except as otherwise provided in this Code of Regulations, the Articles of Incorporation, or otherwise provided by law, members of Midwest Electric, Inc. may exercise their vote by proxy signed by that member wishing to designate another member to vote in his or her stead. Only members may vote proxies for other members, except as otherwise set forth herein. All proxies shall be filed with the Secretary of Midwest Electric, Inc. prior to or at the same time as the time set for the meeting, and must state the date it was signed, the name of the member designated to vote the proxy, and the particular meeting at which it is to be voted. Proxies may only be voted at such meeting specifically stated or designated or any adjournment thereof; and said proxies shall expire sixty (60) days after the date of signing by the member. No member may vote as a proxy for more than two (2) other members. The presence of any member at a meeting, wherein such member had previously designated another member to vote his proxy, shall act as a revocation of such proxy.

Either one of the joint members may execute a proxy designating another member to cast the vote of the Joint Membership in the absence of both members, but the presence of either member at a meeting shall act as revocation of the proxy of the Joint Membership for that meeting. In the event both of the joint members shall attend a meeting and be in disagreement as to a vote, they shall notify the Secretary and each shall then cast a one-half vote only.

A legally married member who has an individual membership may designate their spouse who is not a member as their proxy to cast a vote for them in the same manner as other proxies are designated and voted herein, notwithstanding the requirement elsewhere contained that only members of Midwest Electric, Inc. may vote proxies.

SECTION 7. Order of Business. The order of business at the annual meeting of the members and, so far as possible, at all other meetings of the members, shall be essentially as follows, except as other-wise determined by the members at such meeting:

1. Report on the number of members 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 taking of necessary action thereon.
4. Presentation and consideration of reports of officers, Directors, and committees.
5. Announcement of Director Election Results and other Matters requiring member vote. Voting shall have occurred by mail ballot prior to the meeting or immediately upon arrival at the annual meeting site.

6. Unfinished business.
7. New business
8. Adjournment.

SECTION 8. Rules of Order. At all meetings of the members or Directors, “Roberts Rules of Order,” (latest edition), shall govern and determine all parliamentary questions and proceedings at such meetings.

ARTICLE IV

Directors

SECTION 1. Board of Directors. All the capacity of this Cooperative and all its powers and authority, except as otherwise provided by law, shall be vested in and exercised by the Board of Directors who shall manage and conduct its business. Such Board of Directors shall after June 6, 2020, consist of eight persons, comprised of two persons from each of the four districts located in the geographical area served by the Cooperative to-wit:

District No. 1, Auglaize and Shelby Counties; District No. 2, Allen and Putnam Counties; District No. 3, Van Wert County; District No. 4; Mercer and Darke counties.

SECTION 2. (a) Election Procedure. Directors shall be elected by the members casting ballots at the Annual Meeting of the members of the cooperative, or at a Special Meeting called pursuant to other Sections of these Regulations, or by mail ballot (including both U.S. postal mail and electronic mail) as provided in this Code of Regulations and in a manner as determined by the Board. A member may vote by mail on any matter submitted to the members for a vote, including the election of Directors, without a member meeting, if the Cooperative implements the Member Mail Voting Procedures set forth at Article XIV hereof. A Director is elected to serve upon receiving votes representing a majority of those cast for his or her position. Where more than two candidates appear on the ballot for any position and no candidate receives a majority of the votes for said position, then, the candidate with the greatest number of votes for said position shall be elected as Director. Should there be an equal number of votes cast for two or more candidates running for a position, then, the Election Committee shall determine the winning candidate with the flip of a coin (or in the case of a three-way tie, with another random method) in a manner prescribed by the Attorney for the Cooperative. The Director elected shall commence serving upon becoming officially installed into the position by taking an oath of office administered by the Attorney for the Cooperative.

(b) Tenure of Office. Directors shall hold office immediately upon being elected thereto and shall hold office for a term of three (3) years or until their successors shall have been elected or appointed.

SECTION 3. Qualifications.

- (a) No person shall be eligible to become or remain a member of the Board who:
 - (i) is not of legal age;

(ii) is not a member and bona fide resident in the particular district within the service area of the Cooperative which he is to represent; or

(iii) is in any way employed by or financially interested in a competing enterprise or a business selling electric power and/or energy or electric utility distribution supplies to the Cooperative. A member who has a distributed or renewable energy system primarily to offset their own facility use but may be selling limited overproduction to the cooperative is not excluded from serving on the Board.

(iv) has a close relative serving on the Board or as an employee of the Cooperative. Specifically, "close relative" in this Section means through blood, law, or marriage, is a spouse, child, stepchild, father, stepfather, mother, stepmother, brother, stepbrother, half-brother, sister, stepsister, half-sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law; or resides in the same residence.

(v) has pled or been found guilty of any felony criminal offense and the offense has not been sealed.

(b) No person shall be elected to or appointed as a member of the Board of this Cooperative after July 1, 2003, who is or has been an employee of Midwest Electric, Inc. or any subsidiary thereof, within three (3) years preceding the date of election or proposed appointment. Said prohibition of such ineligible persons shall not apply to election or appointments of persons to related organizations formed for charitable or benevolent purposes.

(c) No person shall be elected to or appointed as a member of the Board of Directors who is or has been during the preceding three years an employee of a statewide association of electric cooperatives, an electric generation and transmission cooperative, or other entity in which the Cooperative is a member.

Nothing contained in this Section shall affect in any manner whatsoever the validity of any action taken by the Board.

SECTION 4. Nomination. Any member residing in a district electing a Director may become a candidate for Director by obtaining a Petition form from the offices of the Cooperative, completing the same, and obtaining at least fifteen (15) valid signatures of members who reside within that district. Said Petition shall be in a form prescribed by the Board of Directors and shall include a statement signed by the nominee that he/she will accept nomination and perform the duties of the office if elected.

The nominating petition must be properly completed and filed in the office of the Cooperative not less than thirty (30) nor more than seventy-five (75) days before the date of the election at which Directors are to be determined.

The Secretary of the Cooperative shall post a list of nominees for Director at the office of the Cooperative not less than twenty-five (25) days prior to the date of the election at which Directors are to be determined.

Nominations from the floor at a meeting of members at which Directors are to be elected shall not be permitted except at a meeting at which a Director has been removed pursuant to the provisions of section 5 of these Code of Regulations. Prior to a vote to elect a member nominated from the floor to replace the removed Director, said member nominated from the floor must affix his/her signature to a statement agreeing to accept the nomination and certifying that he/she will perform the duties of the office if elected.

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 centum of the members, may request the removal of such Director by reason thereof. Such Director shall be informed in writing of the charges at least ten 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 Director 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 this Code of Regulations with respect to the filling of vacancies caused by the removal of Board members, a vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Board members for the unexpired portion of the term and until a successor shall have been elected and shall have qualified.

SECTION 7. Compensation. Directors, as such, shall not receive any salary for their services except that by Resolution the board of Directors may establish reasonable remuneration and actual expenses, if any, for attendance at each meeting of the board of Directors, executive committee and any other committee duly authorized by the Directors and may further provide disability and death benefits for their services as Directors. The Board of Directors may, prior to the date of such meetings or conventions, authorize by Resolution the attendance of delegates and Directors at conventions and meeting in behalf of the Cooperative and establish reasonable remuneration and actual expenses for their attendance.

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.

Specifically, "close relative" means the following relationships: father, mother, son, daughter, brother, sister, uncle, aunt, nephew, niece, or cousin and also the relationship of legally married spouses.

SECTION 8. Absences of Directors. Any Director of this Cooperative who shall be absent from three consecutive regular meetings of the Board of Directors, without justification as to the reason for his absence, shall be deemed to resign and the vacancy, or vacancies, so occurring, shall be filled by the remaining Directors and shall

serve until the next annual meeting of the members or until a successor, or successors, are chosen and qualified.

ARTICLE V MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. A regular meeting of the board of directors shall be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the board of directors shall also be held monthly at such time and place at the principal office of the Cooperative in Auglaize County, Ohio, as the board of directors may provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof. Should any Regular Meeting need to be re-scheduled for a different date, time or place, the Board President and the CEO may propose a new date, time or place. Notice of the proposed change may be provided electronically to all Directors.

SECTION 2. Special Meetings. Special meetings of the Board of Directors may be called by the President or any three (3) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place at the principal office of the Cooperative in Auglaize County, Ohio, for the holding of any special meeting of the Board of Directors called by them.

SECTION 3. Notice. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto, by written notice, delivered personally, electronically or mailed, to each director at his last known address. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid, or when sent electronically. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

SECTION 4. Quorum. A majority of the board of directors 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 provided further, that the Secretary shall notify any absent directors of the time and place of such adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

SECTION 5. Executive Committee. The board of directors may appoint an Executive Committee of not less than three from their own number, two of which shall be the President and Secretary-Treasurer of the Cooperative. The Executive Committee shall have charge of the management of the business and affairs of the Cooperative in the interim between the meeting of the directors. The Committee shall at all times act under the direction and control of the board of directors and shall make a report to the same of their acts, which shall form a part of the records of the Cooperative.

SECTION 6. Other Committees. The board of directors may by resolution authorize such other committee or committees, which they may deem necessary or beneficial to the operation of the business of the Cooperative and appoint not less than three members of the board to such committee or committees. The committee shall at all

times act under the direction and control of the board of directors and shall make a report to the same of their acts, which shall form a part of the records of the Cooperative.

ARTICLE VI OFFICERS

SECTION 1. Number. The officers of the Cooperative shall be a President, Vice President, Secretary, Treasurer, Chief Executive Officer (CEO) 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. Each officer, except the CEO and any officer appointed pursuant to Section 3 of this ARTICLE VI, shall be elected by ballot annually by and from the Board at the meeting of the Board 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 following the next succeeding annual meeting of the members or until his successor shall have been elected and shall have qualified, subject to the provisions of this Code of Regulations with respect to the removal of officers. The CEO shall be chosen and employed and his compensation shall be set by the Board. A vacancy in any office shall be filled by the Board for the unexpired portion of the term.

SECTION 3. Additional Officers. In addition to the officers specified in Section 1 of this ARTICLE VI, the Board, in its discretion, may appoint one or more Assistant Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be deemed necessary or desirable who shall have such duties and authority as generally pertains to their respective offices and such as may be prescribed by the Board, and who shall hold office for such period as may be prescribed by the Board.

SECTION 4. Removal of Officers and Agents by the Board. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment and 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 questions of his removal shall be considered and voted upon at the next meeting of the members. Notwithstanding any other provisions of this Code of Regulations, the Board may, in its discretion, authorize a written employment agreement between the Cooperative and the CEO containing terms and conditions relating to the removal of the CEO which are inconsistent with this Code of Regulations.

SECTION 5. Resignations. Any officer may resign at any time by giving written notice to the Board, or to the President or to the Secretary of the Cooperative. Any such

resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make effective.

SECTION 6. Vacancies. A vacancy in any office, except that of CEO, may be filled by the Board for the unexpired portion of the term. In the event of a vacancy in the office of CEO, the Board shall choose and employ a CEO upon terms and conditions which the Board considers to be in the best interests of the Cooperative.

SECTION 7. 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) on behalf of the Cooperative, subject to the direction and instruction of the Board, sign, with the Secretary, any deeds, mortgages, deeds of trust, notes, bonds, financing statements, security agreements, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by this Code of Regulations to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed.
- (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 8. 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 or by the President.

SECTION 9. 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 this Code of Regulations 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 or a facsimile thereof to all documents, the execution of which on behalf of the Cooperative under its seal is specifically requested or required;
- (d) keeping a register of the names and U.S. Postal Mail addresses of all members;
- (e) keeping on file at all times a complete copy of the Article of Incorporation and Code of Regulations 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 Code of Regulations and of all amendments thereto to any member upon request; and

- (f) 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 by the Board.

SECTION 10. Assistant Secretary. The Assistant Secretary, if one is appointed by the Board pursuant to Section 3 of this ARTICLE VI, need not be a member of the Cooperative or of the Board and he shall hold office until relieved by the Board. He shall assist the Secretary in the performance of the Secretary's duties as requested by the Secretary or by the Board.

SECTION 11. 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 this Code of Regulations; 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 by the Board.

SECTION 12. Assistant Treasurer. If an Assistant Treasurer is appointed by the Board pursuant to Section 3 of the ARTICLE VI, he need not be a member of the Cooperative or of the Board and he shall hold office until relieved by the Board. He shall assist the Treasurer in the performance of the Treasurer's duties as requested by the Treasurer or by the Board.

SECTION 13. Chief Executive Officer ("CEO"). The CEO shall:

- (a) be the chief administrative officer responsible for the general direction, coordination and control of all operations in accordance with the policies adopted by the Board, subject to the direction and instruction of the Board;
- (b) have supervision over and be responsible for the operations of the Cooperative and, in performing this duty, carry out and administer the policies adopted by the Board;
- (c) prepare for the Board of Directors such reports and budgets as are necessary to inform the Board concerning the operations of the Cooperative; and
- (d) in general, perform all duties incident to the office of CEO as chief administrative officer and perform such other duties as may from time to time be assigned to him by the Board.

SECTION 14. 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 shall determine. The Board 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 15. Compensation. The powers, duties and compensation of officers, agents and employees shall be fixed by the Board subject to the provisions of this Code of Regulations with respect to compensation for a Board member and close relatives of a Board member.

SECTION 16. Reports. The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII NON-PROFIT OPERATION

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

ARTICLE VIII REVENUES AND RECEIPTS

SECTION 1. Subject to the provisions of any mortgage or deed of trust given or assumed by the Cooperative, the board of directors shall, after the expiration of each fiscal year and after paying or making provisions for the payment of all obligations and expenses of the Cooperative properly chargeable against its revenues and receipts for such fiscal year, apply the unexpended revenues and receipts for such fiscal year:

First – to the establishment and maintenance of a general reserve fund for working capital to provide, among other things, for insurance, taxes, maintenance, improvements, new construction and contingencies in an amount which the board of directors shall deem reasonable; and

Second – to the establishment and maintenance of a reserve for the payment of interest on and principal of all outstanding notes, bonds or other evidences of indebtedness issued, or the payment of which shall have been assumed, by the Cooperative in an amount which shall not be less than an amount equal to the total of the interest and principal payments required to be made during the next following calendar year in respect of such notes, bonds or other evidences of indebtedness.

Such application of funds shall be made by the board of directors after the determination of patronage capital as set forth in Section 2 of this Article within ninety days after the expiration of each fiscal year.

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 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 accounts 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 Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so, and the patron had then furnished the Cooperative corresponding amounts for capital.

All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, first, be used to offset all losses incurred during the current or any prior fiscal years. Second, to the extent not needed for that purpose, these amounts will be included as part of the capital credited to the accounts of patrons on the same patronage basis as herein provided.

The Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by any organization furnishing electric service, materials, supplies, or other services to the Cooperative. Such rules shall

- (a) establish a method for determining that portion of capital credited to each patron for each applicable fiscal year,
- (b) provide for separate identification on the Cooperative's books of the separate identifiable portions of capital credited to the Cooperative's patrons,
- (c) provide for appropriate notification to patrons with respect to the particular portions of capital credited to their accounts, and
- (d) preclude a general retirement of the individual suppliers' 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.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. Any such retirements of capital furnished prior to January 1, 1997, shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired. After January 1,

1997, the Board of Directors shall determine the method, basis, priority and order of retirement, if any, for all amounts thereafter furnished as capital. In no event, however, may any such patronage capital be retired or other cash distribution to patrons be made until the Directors shall first order the transfer of funds to the patronage capital refund account in sufficient amounts at least equal to the patronage capital to be retired.

Unless the Board of Directors, acting under policies of general application shall determine otherwise, capital credited to the account of each patron, whether a natural person or a legal entity, may be irrevocably assigned on the books of the Cooperative if that patron's account is inactive and the following requirements are met:

- (a) The patron must fill out any application for assignment which the Cooperative requires, furnish any additional documents or assurances as the Cooperative requires, and the patron must pay any applicable administrative fee which is from time to time imposed by the Cooperative,
- (b) The assignment must be accepted by the assignee(s) in writing, subject to final Board of Directors approval, and the acceptance must be furnished to the Cooperative,
- (c) The Board of Directors must find that the transfer is administratively feasible and not for the purpose of causing an early retirement of capital credits and must approve the proposed assignment or transfer.

Should a patron's assignment be approved by the Board of Directors, then, upon the death of the assignee and not the former patron, the Board of Directors shall have the power in its discretion to approve special retirement of the capital credited, upon proper request as set forth below.

Notwithstanding any other provisions of this Code of Regulations, the board of Directors, in its discretion, shall have the power at any time upon the death of any patron, dissolution of a patron partnership by death of one or more of its partners, adjudication of bankruptcy of a patron, dissolution of a patron corporation, either voluntarily or involuntarily, if the legal representative of their estate or such dissolved corporation 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 this Code of Regulations, to retire capital credited to any such patron immediately upon such terms and conditions as the board of directors, acting under policies of general application, and the legal representatives of such patron's estate or corporation 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 code of regulations shall constitute and be a contract between the Cooperative and each patron, and both Cooperative and the patron are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the Code of Regulations shall be called to the attention of each member of the Cooperative by posting in a conspicuous place in the Cooperative's office and/or posting it for members to access on the Cooperative's website.

SECTION 3. Assignment and Gift of Patronage Capital by Failure to Claim.

Notwithstanding any other provision of the Code of Regulations or other provision of the membership certificate, if any patron or former patron fails to claim any cash retirement of capital credits or other payment from the Cooperative within four (4) years after payment of the same has been made available to him by notice or check mailed to him at his last address furnished by him to the Cooperative, such failure shall be and constitutes an irrevocable assignment and gift by such patron of such capital credit or other payment to the Cooperative. Failure to claim any such payment within the meaning of this section shall include the failure by such patron or former patron to cash any check mailed to him by the Cooperative at the last address furnished by him to the Cooperative. The assignment and gift provided for under this section shall become effective only upon the expiration of four (4) 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 and publication that unless such payment is claimed within said sixty (60) day period, such gift to the Cooperative shall become effective. The notice by mail herein provided for shall be one mailed by the Cooperative to such patron or former patron at the last known address and the notice by publication shall be two (2) consecutive insertions in a newspaper or in the Cooperative newsletter circulated in the service area of the Cooperative. The sixty (60) day period following the giving of such notice shall be deemed to terminate sixty (60) days after the mailing of such notice or sixty (60) days following the last date of publication thereof, whichever is later.

**ARTICLE IX
SEAL**

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, State of Ohio," but failure to affix such seal shall not affect the validity of any instrument duly executed on behalf of the Cooperative by its authorized officers.

**ARTICLE X
FINANCIAL TRANSACTIONS**

SECTION 1. Contracts. Except as otherwise provided in this Code of Regulations, 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 or Investments. All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks or in obligations of the United States of America as the board of directors 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 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 of engaging in or furthering the cause of rural electrification, or with the approval of the Administrator of RUS, of any other corporation for the purpose of acquiring electric facilities.

SECTION 2. Waiver of Notice. Any member or Board member may waive in writing any notice of a meeting required to be given by this Code of Regulations. The attendance of a member or Board member at any meeting shall constitute a waiver of notice of such meeting by such member or Board member, except in case a member or Board member 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. Policies, Rules and Regulations. The Board shall have power to make and adopt such policies, rules and regulations, not inconsistent with law, the Articles of Incorporation or this Code of Regulations, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

SECTION 4. Accounting System and Reports. The Board 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 substantially conform to such accounting system as may from time to time be designated by the Administrator of the Rural Utilities Service, or its successor, of the United States of America. 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 as of the end of such fiscal year. A report of such audit shall be submitted to the members at the next following annual meeting.

ARTICLE XII AMENDMENTS

This Code of Regulations 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.

**ARTICLE XIII
INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS**

SECTION 1. Each board member and officer now or hereafter serving the Cooperative, and each person who at the request of or on behalf of the Cooperative is now serving or hereafter serves as a director or officer of any other corporation, and the respective heirs, executors, and administrators of each of them, shall be indemnified by the Cooperative against all costs, expenses, judgments, decrees, fines, penalties and liabilities, including attorney's fees, actually and necessarily incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding, civil or criminal, in which he is or may be made a party by reason of his being, or having been such Board member, director, or officer, or by reason of any action alleged to have been taken or omitted by him as such Board member, director, or officer, whether or not he is a Board member, director, or officer at the time of incurring such costs, expenses, judgments, decrees, fines, penalties, and liabilities; provided, however, that the indemnification provided for in this Section 1 shall be made only if such Board member, director, or officer shall have given full disclosure of all relevant facts to the Board or Executive Committee:

- (a) and is adjudicated or determined not to have been negligent or guilty of misconduct in the performance of his duties to the Cooperative or the corporation of which he is or was a director or officer;
- (b) and is determined to have acted in good faith in what he reasonably believed to be the best interest of such corporation;
- (c) and in any matter the subject of a criminal action, suit or proceeding, is determined to have had no reasonable cause to believe that this conduct was unlawful.

The determination as to (b) and (c) was in the absence of an adjudication as to (a) by a court of competent jurisdiction, the determination as to (a) shall be made by the Board acting at a meeting at which a quorum is present consisting of the Board members who are not parties to or threatened with any such action, suit, or proceeding as that given rise to the matter. Any Board member who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote and, if for this reason a quorum of the Board cannot be obtained to vote on such indemnification, no indemnification shall be made unless a determination is made as to (a), (b), and (c) above by the Executive Committee of Ohio Rural Electric Cooperatives, Inc., acting at a meeting thereof at which a quorum consisting of the members of said committee who are not directors or officers of the indemnifying corporation are present. Any member of said Executive Committee who is a director or officer of the indemnifying corporation shall not be qualified to vote and, if for this reason a quorum of members of the Executive Committee of said Executive Committee cannot be obtained to vote on such indemnification, the matter shall be submitted to an arbitrator appointed pursuant to the rules of the American Arbitration Association for determination, and said arbitration shall be conducted in accordance with the rules of said Association. Such indemnification shall be made with respect to adjudication other than on the merits and shall extend to settlements and compromises.

SECTION 2. The right of indemnification provided for by Section 1 of this ARTICLE XIII shall not be exclusive of any other rights to which a Board member, director or officer may be entitled under any law, agreement, vote of shareholders, vote of members, any insurance purchased by the Cooperative, or otherwise.

ARTICLE XIV MEMBER MAIL VOTING PROCEDURES

A member may vote or act by mail (including U.S. postal mail or electronic mail) on any matter, without a member meeting, except as otherwise provided by law, the Articles, or this Code of Regulations, if the Cooperative delivers a mail ballot to members entitled to vote on the matter. A proposed action is approved if: (1) the number of mail ballots timely cast by members and received by the Cooperative equals or exceeds the Member Quorum, which shall be One Hundred (100); and (2) the number of votes favoring the proposed action equals or exceeds the number of votes required in these Regulations or by law to approve the action.

The mail ballot or the information soliciting votes sent with the mail ballot must:

1. Set forth and describe a proposed action, identify a candidate, and include the language of a motion, resolution, Code of Regulation amendment, or other written statement, upon which a Member is asked to vote or act;
2. State the date of a member meeting at which the results of the election are scheduled to be announced, or if no member meeting is scheduled, the ballot shall state how the results will be announced;
3. State the effective date of any amendment, resolution, or Director's term;
4. Provide an opportunity to vote for, against, or to abstain from voting on, the matter;
5. Instruct the member how to complete and return the mail ballot; and
6. State the time and date by which the Cooperative must receive the completed mail ballot. Said date shall be the "date of the election".

A member's failure to receive a mail ballot shall not affect a vote or action taken by mail ballot. When mail ballot is the method chosen by the Cooperative for any matter requiring member vote or approval, then, there shall be no voting by proxy.

The ballots cast shall be returned to an Election Committee for tabulation and the Cooperative's Attorney shall appoint the individuals or the Company which shall be the Election Committee. If the Election Committee is not a Company, then, it shall consist of at least three disinterested members and the Cooperative's Attorney. The Cooperative may provide reasonable compensation to the Election Committee.

The Cooperative's Attorney or a member of the Election Committee shall announce the results of any matter voted upon by mail ballot at the Cooperative's Annual Meeting, its next Special Meeting, or shall publish the results in another reasonable manner.

Article XV

Authorized Communications Equipment

“Authorized Communications Equipment” as used herein means any communications equipment that provides a transmission, including but not limited to, by telephone or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the person participating and, with respect to meetings, allows all persons participating in the meeting to communicate through the meeting host or platform or a substantially equivalent manner.

The Cooperative shall be permitted to use Authorized Communications Equipment to the extent permitted by Ohio law for the following purposes: giving notice of meetings or any other notice required by the Code of Regulations or by Ohio Statutes; conducting meetings at which persons shall be present and shall participate by such means; providing or obtaining a written consent in lieu of meetings; giving a copy of any document or transmitting any writing required or permitted by this Code of Regulations or by Ohio statutes; and for conducting elections and obtaining Director and Member votes as further specified in Article XIV (Member Mail Voting Procedures) hereof. Where a meeting is permitted or required in this Code of Regulations, the term “meeting” shall be deemed to include any meeting held in person, in a hybrid manner which allows persons entitled to attend to elect to participate in person or by Authorized Communications Equipment, or solely by means of Authorized Communications Equipment. The Board of Directors shall determine and provide notice to persons entitled to attend any regular or special meeting, of the manner in which the meeting shall be convened and instructions for participation.

The use of Authorized Communications Equipment shall be subject to procedures and guidelines established from time-to-time by the Board of Directors.

Amended by member vote, June 4, 2022.

STATEMENT OF NONDISCRIMINATION

Midwest Electric, Inc.

Midwest Electric, Inc., P.O. Box 10, St. Marys, OH 45885-0010, is the recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 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 benefits 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 CEO Matt Berry. 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 the Administrator, Rural Utilities Service, Stop 1510; 1400 Independence Avenue, SW, Washington, D.C. 20250-1510; or the Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; or call (202)720-5964 (voice or TDD). USDA is an equal opportunity provided and employer. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

Our Vision  That Midwest Electric is a respected and innovative leader in providing our member-owners with superior quality electric and customer services at competitive prices while supporting our local communities.

Our Mission  To improve the quality of life for our members and communities by safely providing reliable electricity, superior customer service, and innovative energy solutions at competitive prices.

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