

BYLAWS
ARTICLE 1
MEMBERSHIP

SECTION 1. REQUIREMENTS FOR MEMBERSHIP. Any person, firm, association, corporation, or body politic or subdivision thereof may become a member of Wheatland Electric Cooperative, Inc., (hereinafter called the "Cooperative") by:

- a) Making a written application for membership therein;
- b) Agreeing to purchase from the Cooperative electric energy, water telecommunications services (including but not limited to wireless internet service) as hereinafter specified;
- c) Agreeing to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the board of trustees; and

SECTION 2. MEMBERSHIP CERTIFICATES. Memberships in the Cooperative shall be evidenced by a single certificate which shall be in such form and shall contain such provisions as shall be determined by the board of trustees

SECTION 3. JOINT MEMBERSHIP. A husband and wife may apply for a joint membership and, subject to their compliance with the requirement set forth in Section 1 of the 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 shall have the effect of revoking a proxy, executed by either or both 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) The proxy executed by either or both shall constitute one joint proxy;
- d) A waiver of notice signed by either of both shall constitute a joint waiver;
- e) Notice to either shall constitute notice to both;
- f) Expulsion of either shall terminate the joint membership;
- g) Withdrawal of either shall terminate the joint membership;
- h) Either but not both may be elected or appointed as an officer or trustee, provided that both meet the qualifications for such office;

SECTION 4. CONVERSION OF MEMBERSHIP.

a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement of such holder and his or her spouse to comply with the articles of incorporation, bylaws, and rules and regulations adopted by the board of trustees. The outstanding membership certificate shall be surrendered and shall be reissued by the Cooperative in such a manner as shall indicate the changed membership status.

b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. The outstanding membership certificate shall be surrendered, and shall be reissued in such a manner as shall indicate the changed membership status; provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

SECTION 5. MEMBERSHIP FEE. There shall be no membership fee charged.

SECTION 6. PURCHASE OF ELECTRIC ENERGY, WATER, TELECOMMUNICATIONS SERVICES AND OTHER UTILITY SERVICES. Each electric energy member shall purchase from the Cooperative all the electric energy used on premises owned by applicant for membership, save and except such energy as may be produced by means of an alternate source of energy owned and produced by applicant on premises owned by applicant. Applicant shall pay for energy, water, telecommunications services and/or other utility services at rates which shall, from time to time, be fixed by the board of trustees; provided, however, that the board of trustees may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member. It is expressly understood that amounts paid for electric energy, water and telecommunications services in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided by these bylaws. Each member shall pay to the Cooperative such minimum amount per month regardless of the amount of electric energy, water and telecommunications services consumed or provided, as shall be fixed by the board of trustees from time to time. Each member shall also pay all amounts owed by him to the Cooperative as and when the same shall become due and payable.

SECTION 7. TERMINATION OF MEMBERSHIP.

a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the board of trustees may prescribe. The board of trustees of the Cooperative may, by the affirmative vote of not less than two-thirds of all the trustees, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws or rules and regulations adopted by the board of trustees, 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 of trustees or of the members at any annual or special meeting. The membership of a member who for a period of six

months after service is available to him, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from a Cooperative, shall be cancelled by resolution of the board of trustees.

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

ARTICLE 2

RIGHTS AND LIABILITIES OF MEMBERS

SECTION 1. PROPERTY INTEREST OF MEMBERS. Upon dissolution after a) all debts and liabilities of the Cooperative shall have been paid, and b) all capital furnished through patronage shall have been retired as provided in these bylaws, the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the ten years 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 of 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 3

MEETING OF MEMBERS

SECTION 1. ANNUAL MEETING. The annual meeting of the members shall be held during the month of April each year as shall be designated in the notices of the meetings, for the purposes of electing trustees, passing upon reports for the previous fiscal year, and transacting such other business as may come before the meeting. It shall be the responsibility of the board of trustees to make adequate plans in preparation 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 MEETING. Special meetings of the members may be called by resolution of the board of trustees, or upon written request signed by three trustees, by the President, or by ten percent of all the members, or 300 of such members, whichever is the lesser, and it shall be thereupon by the duty of the Secretary to cause a notice of such meeting to be given as herein provided. Special meetings of the members may be held at any place as specified in the notice of the special meeting.

SECTION 3. NOTICE OF MEMBERS' MEETING. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting or an annual meeting a which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than forty 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, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereupon prepaid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

SECTION 4. QUORUM. As long as the total number of members does not exceed one thousand, five percent of the total number of members present in person shall constitute a quorum. In case the total number of members shall exceed one thousand, fifty members shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn from time to time without notice. The minutes of each meeting shall contain a list of the members in person.

SECTION 5. VOTING. Each member shall be entitled to only one vote upon each matter submitted to a vote 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 by the bylaws.

SECTION 6. PROXIES. 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. No proxy shall be valid after sixty days from the date of its execution. No proxy shall be valid 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. A member may give his proxy only to another member or to an adult relative living in the same home with such a member, and no person may hold more than one proxy at any meeting. The presence of a member at a meeting 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. The minutes of each meeting shall contain a list of the members represented by proxy and of their respective proxies.

SECTION 7. ORDER OF BUSINESS. The order of business at the annual meeting of members and, so far as possible, at all other meetings of the members, shall be essentially as follows:

1. Report on the number of members present in person in order to determine the existence of a quorum.
2. Report on the number of members represented by proxy and the names of their respective proxies.
3. Reading of the notice of the meeting and proof of the due publication of mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
4. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
5. Presentation and consideration of reports of officers, trustees and committees.
6. Election of trustees.
7. Unfinished business.
8. New business.
9. Adjournment.

SECTION 8. MAIL BALLOTING FOR MERGER OR CONSOLIDATION. The question of merger or consolidation by the Cooperative may be submitted to the membership by mail ballot in the following manner:

- A mail ballot setting out the proposition of merger or consolidation shall be mailed to each member at his address as it appears on the records of the Cooperative. The ballots shall be mailed not less than twenty days nor more than thirty days prior to any meeting of members called for the purpose of determining the question of merger or consolidation;
- Only ballots prescribed by the board of trustees will be honored and counted;
- Ballots and the manner of marking and returning them to the Cooperative may be that, while the fact that they have been marked by a member of the Cooperative may be verified, they are voted in secret; a ballot may not be revoked by any member who has voted it;
- Return-addressed and stamped envelopes will be provided for mailing the marked ballots back to the Cooperative;
- Ballots must be marked and returned to the Cooperative's corporate headquarters not less than five (%) days prior to the member meeting to be counted;
- Any member who has not voted a mail ballot may cast his vote and the vote of any valid proxy while in attendance at the meeting of members;
- The returned ballots shall be counted by two non-trustees members of the Cooperative designated by the board of trustees and the Secretary and the results thereof shall be certified over their signatures to, and shall be duly announced at, the member meeting; and if there is conflict between a mailed ballot and the instruction to or attempted vote of a holder of the same member's proxy, the mailed ballot shall prevail; and in no event shall both be counted with respect to the same vote.

ARTICLE 4

TRUSTEES

SECTION 1. GENERAL POWERS. The business and affairs of the Cooperative shall be managed by a board of fourteen trustees which shall exercise all of the powers of the Cooperative except such as are by law, the articles of incorporation or these bylaws conferred upon or reserved to the members.

SECTION 2. ELECTION AND TENURE OF OFFICE. All trustees shall be elected by secret ballot at each annual meeting of the members, and from the members, and beginning with the 1961 annual election instead of electing all of the trustees annually, one-half the trustees, or a number as near thereto as possible, shall be elected for a three-year term except that the terms of the first trustees elected and as fixed by these bylaws, and commencing with the year 1960 shall be as follows:

- District 1, one trustee for a three-year term.
- District 2, one trustee for a three-year term.
- District 5, one trustee for a three-year term.
- District 1, one trustee for a two-year term.
- District 5, one trustee for a two-year term.

And commencing with the year 1961 trustees shall be elected at the annual meeting of the members as follows:

- District 2, one trustee for a three-year term.
- District 3, one trustee for a three-year term.
- District 4, one trustee for a three-year term.
- District 4, one trustee for a two-year term.
- District 3, one trustee for a one-year term.

That thereafter and for the year 1962 trustees shall be elected by the members as follows:

- District 1, one trustee for a three-year term.
- District 3, one trustee for a three-year term.

District 5, one trustee for a three-year term.

Trustees shall be elected at the annual meeting to serve for three-year terms.

If an election of trustees cannot be held on the day designated herein, or annual meeting, or at any adjournment thereof, a special meeting of the members shall be held for the purpose of electing trustees within reasonable time thereafter. Trustees may be elected by a plurality vote of the members present.

All trustees shall be elected by secret ballot at each annual meeting of the members beginning with the year 1949 by and from the members and beginning with the 1950 annual election instead of electing all of the trustees annually, one-half of the trustees, or a number as near thereto as possible, shall be elected to serve succeeding annual meeting; thereafter as trustees' terms expire, the members shall elect their successors to serve until the second succeeding annual meeting after their election. If an election of the trustees shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, a special meeting of the members shall be held for the purpose of electing trustees within a reasonable time thereafter. Trustees may be elected by a plurality vote of the members present.

SECTION 3. QUALIFICATIONS. No person shall be eligible to become or remain a trustee or to hold any position of trust in the Cooperative who:

- a) Is not a member and bonafide resident in the area served or to be served by the Cooperative, or
- b) Is in any way employed by or financially interested in a competing enterprise or a business selling electric energy or supplies to the Cooperative, or a business primarily engaged in selling electrical or plumbing appliances, fixtures, or supplies to the members of the Cooperative.

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

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

SECTION 4. NOMINATIONS AND DISTRICTS. It shall be the duty of the board of trustees to appoint, not less than thirty days nor more than sixty days before the date of a meeting of the members at which trustees are to be elected, a committee on nominations consisting of not less than five nor more than eleven members who shall be selected from different districts served or to be served by the Cooperative so as to insure equitable representation. No member of the board of trustees may serve on such a committee. To insure equitable representation the division of territory served or to be served by the Cooperative shall be as follows, to-wit:

DISTRICT NO. 1

In Scott County, Kansas

Township 17 South, Range 32 West

The W ½ of Section 29
All of Section 30
All of Section 31
The W ½ of Section 32

Township 18 South, Range 32 West

The W ½ of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 18
All of Section 19
All of Section 20
All of Section 29
All of Section 30
All of Section 31
All of Section 32
The N ½ and SW ¼ of Section 17

Township 19 South, Range 32 West

The W ½ of Section 6
The W ½ of Section 7
The W ½ of Section 18
The W ½ of Section 19

The W ½ of Section 30
The W ½ of Section 31

Township 20 South, Range 32 West

The W ½ of Section 6
The W ½ of Section 7
All of Section 25
All of Section 26
All of Section 28
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34
All of Section 35
All of Section 36
The W ½ of the NW ¼ of Section 18
The SW ¼ of Section 18
The W ½ of the SE ¼ of Section 18
The W ½ of Section 19
The NW ¼ of the NE ¼ of Section 19
The W ½ and the SE ¼ of Section 29

Township 16 South, Range 33 West

All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 15
All of Section 16
All of Section 17
All of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
All of Section 27
All of Section 28
All of Section 29
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34

All of Township 17 South Range 33 West excepting however Sections 1,2,11 and 12

All of Township 18 South, Range 33 West
All of Township 19 South, Range 33 West
All of Township 20 South, Range 33 West
All of Township 16 South, Range 34 West
All of Township 17 South, Range 34 West
All of Township 18 South, Range 34 West
All of Township 19 South, Range 34 West
All of Township 20 South, Range 34 West

DISTRICT NO. 2

In Wichita County, Kansas:

All of Township 16 South, Range 35 West
All of Township 16 South, Range 36 West
All of Township 16 South, Range 37 West
All of Township 17 South, Range 35 West
All of Township 17 South, Range 36 West
All of Township 17 South, Range 37 West
All of Township 18 South, Range 35 West
All of Township 18 South, Range 36 West
All of Township 18 South, Range 37 West
All of Township 19 South, Range 35 West
All of Township 19 South, Range 36 West
All of Township 19 South, Range 37 West
All of Township 20 South, Range 35 West
All of Township 20 South, Range 36 West
All of Township 20 South, Range 37 West
All of Township 20 South, Range 38 West

In Logan County, Kansas:

Township 15 South, Range 33 West

The S ½ of Section 19
The S ½ of Section 20
The SW ¼ of Section 21
The NW ¼ and the S ½ of Section 28
All of Section 29
All of Section 30
The S ½ of Section 27
The SW ¼ of Section 26
All of Section 31
All of Section 32
All of Section 33
All of Section 34
The W ½ of Section 35

Township 15 South, Range 34 West

All of Section 14
All of Section 15
The S ½ of Section 21
All of Section 22
All of Section 23
The S ½ of Section 24
All of Section 25
All of Section 26
All of Section 27
All of Section 28
All of Section 29
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34
All of Section 35
All of Section 36

Township 15 South, Range 35 West

All of Section 25
All of Section 26
All of Section 27
All of Section 28
All of Section 29

All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34
All of Section 35
All of Section 36

Township 15 South, Range 36 West

The S ½ of the S ½ of Section 15
The S ½ of the S ½ of Section 16
The S ½ of the S ½ of Section 17
The S ½ of the S ½ of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
All of Section 25
All of Section 26
All of Section 27
All of Section 28
All of Section 29
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34
All of Section 35
All of Section 36

Township 15 South, Range 37 West

The S ½ of the S ½ of Section 13
The S ½ of the S ½ of Section 14
The S ½ of the S ½ of Section 15
The S ½ of the S ½ of Section 16
The S ½ of the S ½ of Section 17
The S ½ of the S ½ of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
All of Section 23
All of Section 24
All of Section 25
All of Section 26
All of Section 27
All of Section 28
All of Section 29
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34
All of Section 35
All of Section 36

In Kearny County, Kansas:

All of Township 21 South, Range 35 West
All of Township 21 South, Range 36 West
All of Township 21 South, Range 37 West

DISTRICT NO. 3

In Wichita County, Kansas:

- All of Township 16 South, Range 38 West
- All of Township 17 South, Range 38 West
- All of Township 18 South, Range 38 West
- All of Township 19 South, Range 38 West

In Greeley County, Kansas:

- All of Greeley County

In Wallace County, Kansas:

Township 15 South, Range 38 West

- The S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 13
- The S $\frac{1}{2}$ of the S $\frac{1}{4}$ of Section 14
- All of Section 24
- The E $\frac{1}{2}$ of Section 23
- All of Section 25
- The E $\frac{1}{2}$ and the SW $\frac{1}{4}$ of Section 26
- The S $\frac{1}{2}$ of Section 27
- The SE $\frac{1}{4}$ of Section 28
- The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 28
- The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21
- The S $\frac{1}{2}$ of Section 20
- The S $\frac{1}{2}$ of Section 19
- All of Section 29
- All of Section 30
- All of Section 31
- All of Section 32
- All of Section 33
- All of Section 34
- All of Section 35
- All of Section 36

Township 15 South, Range 39 West

- The SE $\frac{1}{4}$ of Section 24
- The E $\frac{1}{2}$ of Section 25
- The E $\frac{1}{2}$ and SW $\frac{1}{4}$ of Section 36
- The S $\frac{1}{2}$ of Section 35
- The S $\frac{1}{2}$ of Section 34

Township 15 South, Range 40 West

- The SW $\frac{1}{4}$ of Section 36
- The S $\frac{1}{2}$ of Section 33
- The S $\frac{1}{2}$ of Section 34
- The S $\frac{1}{2}$ of Section 35
- The SE $\frac{1}{4}$ of Section 32

Township 15 South, Range 41 West

- All of Section 31
- All of Section 32

Township 15 South, Range 42 West

All of Section 25
All of Section 26
All of Section 27
All of Section 28
All of Section 29
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34
All of Section 35
All of Section 36

Township 15 South, Range 43 West

The E ½ of the E ½ of Section 25
The E ½ of the E ½ of Section 36

In Cheyenne County, Colorado:

Township 16 South, Range 41 West

All of Section 8
All of Section 17
All of Section 18
The W ½ of Section 20
The W ½ of Section 25

In Kiowa County, Colorado:

Township 18 South, Range 41 West

Section 19
Section 20
Section 29
Section 30

Township 18 South, Range 42 West

All of Section 22
All of Section 23
All of Section 24
All of Section 25
All of Section 26
All of Section 27

In Prowers County, Colorado:

Township 23 South, Range 41 West

The SE ¼ of Section 17

In Hamilton County, Kansas:

All of Township 22 South, Range 39 West
All of Township 22 South, Range 40 West
All of Township 22 South, Range 41 West
All of Township 22 South, Range 42 West
All of Township 22 South, Range 43 West
All of Township 23 South, Range 39 West
All of Township 23 South, Range 40 West
All of Township 23 South, Range 41 West
All of Township 23 South, Range 42 West

All of Township 23 South, Range 43 West
All of Township 24 South, Range 39 West
All of Township 24 South, Range 40 West
All of Township 24 South, Range 41 West
All of Township 24 South, Range 42 West
All of Township 24 South, Range 43 West

Township 25 South, Range 39 West

All of Section 1
All of Section 2
All of Section 12
The NE $\frac{1}{4}$ of Section 5

Township 25 South, Range 40 West
The NW $\frac{1}{4}$ of Section 6

Township 25 South, Range 41 West

The N $\frac{1}{2}$ of Section 1
The N $\frac{1}{2}$ of Section 2
The N $\frac{1}{2}$ of Section 3
The N $\frac{1}{2}$ of Section 4
The N $\frac{1}{2}$ of Section 5
The N $\frac{1}{2}$ of Section 6

Township 25 South, Range 42 West

All of Section 12
All of Section 1
The N $\frac{1}{2}$ of Section 2
The N $\frac{1}{2}$ of Section 3
The N $\frac{1}{2}$ of Section 4
The SE $\frac{1}{4}$ of Section 5
The N $\frac{1}{2}$ of Section 5
The N $\frac{1}{2}$ of Section 6

Township 25 South, Range 43 West

The N $\frac{1}{2}$ of Section 1
The N $\frac{1}{2}$ of Section 2
The N $\frac{1}{2}$ of Section 3

In Kearny County, Kansas:

All of Township 24 South, Range 35 West
All of Township 24 South, Range 36 West, excepting however the City of Lakin, Kansas
All of Township 24 South, Range 37 West
All of Township 24 South, Range 38 West
All of Township 25 South, Range 35 West
All of Township 25 South, Range 36 West
All of Township 25 South, Range 37 West

Township 25 South, Range 38 West

All of Section 1
All of Section 2
All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7

All of Section 8
All of Section 9
All of Section 10
All of Section 11
All of Section 12
All of Section 13
All of Section 14
All of Section 15
All of Section 16
All of Section 17
All of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
All of Section 23
All of Section 24

Township 26 South, Range 35 West

The NE ¼ of the NE ¼ of Section 2

Township 26 South, Range 36 West

All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 15
All of Section 16
All of Section 17
All of Section 18

DISTRICT NO. 5

In Kearny County, Kansas:

All of Township 22 South, Range 35 West
All of Township 22 South, Range 36 West
All of Township 22 South, Range 37 West
All of Township 22 South, Range 38 West
All of Township 23 South, Range 35 West
All of Township 23 South, Range 36 West
All of Township 23 South, Range 37 West
All of Township 23 South, Range 38 West

In Finney County, Kansas:

Township 21 South, Range 31 West

All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 15

All of Section 16
All of Section 17
All of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
All of Section 27
All of Section 28
All of Section 29
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34

All of Township 21 South, Range 32 West
All of Township 21 South, Range 33 West
All of Township 21 South, Range 34 West

All of Township 22 South, Range 31 West, excepting however Sections 1, 12, 13, 24, 25, and 36
All of Township 22 South, Range 32 West
All of Township 22 South, Range 33 West
All of Township 22 South, Range 34 West

All of Township 23 South, Range 31 West
All of Township 23 South, Range 32 West
All of Township 23 South, Range 33 West
All of Township 23 South, Range 34 West

All of Township 24 South, Range 31 West
All of Township 24 South, Range 32 West, excepting the City of Garden City, Kansas, located therein
All of Township 24 South, Range 33 West, excepting however, the portion of Garden City, Kansas, located therein
All of Township 24 South, Range 34 West

Township 25 South, Range 31 West

All of Section 1
All of Section 2
All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 11
All of Section 12
All of Section 13
All of Section 14
All of Section 15
All of Section 16
All of Section 17
All of Section 18
The N ½ of Section 19
The N ½ of Section 20
The N ½ of Section 21
The N ½ of Section 22
The N ½ of Section 23
The N ½ of Section 24

Township 25 South, Range 32 West

All of Section 1
All of Section 2
All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 11
All of Section 12
All of Section 13
All of Section 14
All of Section 15
All of Section 16
All of Section 17
The N ½ and SE ¼ of Section 18
The E ½ of Section 19
The N ½ of Section 20
The N ½ of Section 21
The N ½ of Section 22
The N ½ of Section 23
The N ½ of Section 24

Township 25 South, Range 33 West

All of Section 1
All of Section 2
All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 11
All of Section 12
All of Section 13
All of Section 14
All of Section 15
All of Section 16
All of Section 17
All of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
All of Section 23

Township 25 South, Range 34 West

All of Section 1
All of Section 2
All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9

All of Section 10
All of Section 11
All of Section 12
All of Section 13
All of Section 14
All of Section 15
All of Section 16
All of Section 17
All of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
All of Section 23
All of Section 24
All of Section 30
All of Section 31

In Gray County, Kansas:

Township 24 South, Range 29 West

All of Section 2
All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 11
All of Section 14
All of Section 15
All of Section 16
All of Section 17
All of Section 18
All of Section 19
All of Section 20
All of Section 22
All of Section 23
All of Section 27
All of Section 28
All of Section 29
All of Section 30
All of Section 31
All of Section 32
All of Section 33
All of Section 34
The W $\frac{1}{2}$ of Section 1
The W $\frac{1}{2}$ of Section 12
The W $\frac{1}{2}$ of Section 13
The W $\frac{1}{2}$ of Section 26
The W $\frac{1}{2}$ of Section 35
The NW $\frac{1}{4}$ of Section 24
The NE $\frac{1}{4}$ of Section 26

All of Township 24 South, Range 30 West

Township 25 South, Range 29 West

The W $\frac{1}{2}$ of Section 2 lying Northeast of the Arkansas River
All of Section 3

All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
The W ½ of Section 11 lying Northeast of the Arkansas River
The W ½ of Section 14 lying Northeast of the Arkansas River
All of Section 15
All of Section 16
All of Section 17
All of Section 18
All of Section 19
All of Section 20
All of Section 21
All of Section 22
The NW ¼ of Section 23 lying Northeast of the Arkansas River
The N ½ and the SW ¼ of Section 27
All of Section 28 lying North and East of the Arkansas River
All of Section 29 lying North of the Arkansas River
All of Section 30 lying North of the Arkansas River
The NE ¼ of the NE ¼ of Section 33 lying Northeast of the Arkansas River
The NW ¼ of Section 34 lying East and North of the Arkansas River

Township 25 South, Range 30 West

All of Section 1
All of Section 2
All of Section 3
All of Section 4
All of Section 5
All of Section 6
All of Section 7
All of Section 8
All of Section 9
All of Section 10
All of Section 11
All of Section 12
All of Section 13
All of Section 14
All of Section 15
All of Section 16
All of Section 17
All of Section 18
All of Section 19 lying North and East of the Arkansas River
All of Section 20 lying North and East of the Arkansas River
All of Section 21
All of Section 22
All of Section 23
All of Section 24
All of Section 25 lying North of the Arkansas River
All of Section 26 lying North of the Arkansas River
All of Section 27 lying North of the Arkansas River
All of Section 28 lying North of the Arkansas River

DISTRICT NO. 6

Former Aquila Gt. Bend Electric Service Territory

DISTRICT NO. 7

Former Aquila Harper, Kingman, Sumner, and Sedgwick counties electric service territory.

Each district shall have annexed to it any area, next to and having its largest mass contiguous to such district for which the Cooperative shall have heretofore, or may hereafter, receive certificate of convenience and necessity issued by the Kansas State Corporation Commission.

The committee on nominations in the selection of members for the nomination of trustees shall be as follows to insure geographic representation, to wit:

There shall be not less than one member elected to the board of trustees nor more than two members elected to the board of trustees from any one of the aforesaid districts, and each member nominated must be a resident of said district for which he is nominated. The committee, abiding by the aforesaid districting and nominations as to districts, shall prepare and post at the principal office of the Cooperative at least twenty days before the meeting a list of the nominations for trustees which may include a greater number of candidates than are to be elected. Any fifteen or more members acting together may make other nominations by petition not less than forty days prior to the meeting and said nominations appointed by the board of trustees, and the Secretary shall post such nominations at the same place the list of nominees by the committee is posted. The Secretary shall cause to be mailed to the members notice of the meeting at least ten days before the date of the meeting a statement of the number of trustees to be elected and the names and addresses of the candidates, specifying separately the nominations made by the committee on nominations and also, the nominations made by petition, if any. Nominations by petition filed prior to the annual meeting but which are not sufficiently timely filed as will permit the names of any nominees to be included in the notice of annual meeting will be considered as nominations from the floor. The chairman shall call for additional nominations from the floor and nominations shall be governed by the rules and regulations as to nominations and districts as heretofore set forth for the committee on nominations, and said nominations shall not be closed until at least one minute has passed during which no additional nominations has been made. No member may nominate more than one candidate.

SECTION 5. REMOVAL OF TRUSTEES BY MEMBERS. Any member may bring charges against a trustee 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 trustee by reason thereof. Such trustees 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 the 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 trustee shall be considered and voted upon at the meeting of members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

SECTION 6. VACANCIES. Subject to the provisions of these bylaws with respect to the filling of vacancies by the removal of trustees by the members, by death, or otherwise, a vacancy occurring in the board of trustees shall be filled by the affirmative vote of a majority of the remaining trustees, such appointee or appointees to be from among members of the same district or districts in which the vacancy occurred, for the unexpired portion of the term.

SECTION 7. COMPENSATION. Trustees shall not receive any salary for their services as such, except that members of the board of trustees of the Cooperative may by resolution authorize a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences, and training programs or performing committee assignments when authorized by the trustees. If authorized by the board of trustees, trustees may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per diem allowance by the trustees in lieu of detailed accounting for some of these expenses. No trustee shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a trustee 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 the trustee or his close relative shall have been certified by the board of trustees as an emergency measure.

ARTICLE 5

MEETING OF TRUSTEES

SECTION 1. REGULAR MEETING. A regular meeting of the board of trustees 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 trustees shall also be held monthly at such time and place in one of the counties served by the Cooperative as the board of trustees may provide by resolution. Such regular monthly meeting may be held without notice other than by resolution fixing the time and place thereof.

SECTION 2. SPECIAL MEETINGS. Special meetings of the board of trustees may be called by the President or by any three trustees, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as herein provided. The President of the trustees calling the meeting shall fix the time and place for the holding of the meeting.

SECTION 3. NOTICE OF TRUSTEES' MEETINGS. Written notice of the time, place, and purpose of any special meeting of the board of trustees shall be delivered to each trustee 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 trustees calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the trustee at his address as it appears on the records of the Cooperative, with postage thereon prepaid.

SECTION 4. QUORUM. A majority of the board of trustees shall constitute a quorum, provided, that if less than such a majority of the trustees is present at said meeting, a majority of the trustees present may adjourn the meeting from time to time, and provided further, that the Secretary shall notify any absent trustees of the time and place of such adjourned meeting. The act of the majority of the trustees present at a meeting at which a quorum is present shall be the act of the board of trustees.

ARTICLE 6.

OFFICERS

SECTION 1. NUMBER. The officers of the Cooperative shall be a President, Vice-President, Secretary, Treasurer, and such other officers as may be determined by the board of trustees 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 of trustees at the meeting of the board of trustees 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 convenient. Each officer shall hold office until the first meeting of the board of trustees following the next succeeding annual meeting of the members or until his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the board of trustees for the unexpired portion of the term.

SECTION 3. REMOVAL OF OFFICERS AND AGENTS BY TRUSTEES. Any officer or agent elected or appointed by the board of trustees may be removed by the board of trustees 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 per centum of the members, or 300 of such members – 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 days prior to the board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and, the person or persons bringing the charges against him shall have the same opportunity. In the event the board does not remove such officer, the question of his removal shall be considered and voted upon at the next meeting of the members.

SECTION 4. PRESIDENT. The President shall:

- a) be the principal executive officer of the Cooperative, and, unless otherwise determined by the members or the board of trustees, shall preside at all meetings of the members and the board of trustees;
- b) sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by the board of trustees or the members, and may sign deeds, mortgages, deeds of trust, notes, bonds, contracts, or other instruments authorized by the board of trustees to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board of trustees 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;
- c) in general perform all duties incident to the office of President and such other duties as may be prescribed by the board of trustees from time to time.

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

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

- a) keeping the minutes of the meetings of the members and of the board of trustees in one or more books provided for that purpose;
- b) seeing that all notices are duly given in accordance with these bylaws or as required by law;
- c) custody of the corporate records and of the seal of the Cooperative, and affixing the seal of the Cooperative to all certificates of membership prior to the issue thereof and to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized with the provisions of these bylaws;
- d) keeping a register of the names and post office addresses of all members;
- e) signing with the President, certificates of membership, the issue of which shall have been authorized by the board of trustees of the members;
- f) having general charge of the books of the Cooperative;
- g) 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 inspection of any members, and at the expense of the Cooperative forwarding a copy of the bylaws and all amendments thereto each member, and;
- h) 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 of trustees.

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

- a) charge and custody of all funds and securities of the Cooperative;

- b) the receipt of and the issuance of all moneys due and payable to the Cooperative and for the deposit of all such moneys 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 of the office of Treasurer and such other duties as from time to time may be assigned to him by the board of trustees.

SECTION 8. MANAGER. The board of trustees may appoint a manager who may be, but who shall not be required to be, a member of the Cooperative. The manager shall perform such duties as shall exercise such authority as the board of trustees may from time to time vest in him.

SECTION 9. BONDS OF OFFICERS. The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall be bonded in such sum and with such surety as the board of trustees shall determine. The board of trustees in its discretion may also require any other officer, agent, or employee of the Cooperative to be bonded in such amount and with such surety as it shall determine.

SECTION 10. COMPENSATION. The powers, duties and compensation of officers, agents, and employees shall be fixed by the board of trustees, subject to the provisions of these bylaws with respect to compensation for trustees and close relatives of trustees.

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.

SECTION 12. INDEMNIFICATION OF DIRECTORS, OFFICERS, AND EMPLOYEES. Each person who is or was a director, officer, or employee of the Cooperative or is or was serving at the request of the Cooperative as director, officer, or employee of another corporation (including the heirs, executors, administrators, or estate of such person) shall be indemnified by the Cooperative as of right to the full extent permitted or authorized by laws of the State of Kansas, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorney's fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as director, officer or employee of the Cooperative, or if serving at the request of the Cooperative as a director, officer or employee of another corporation.

The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, and shall not limit in any way any right the Cooperative may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

ARTICLE 7

NON-PROFIT OPERATION

SECTION 1. INTEREST OF 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 the furnishing of electric energy, water and telecommunications services, 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, water and telecommunications services, 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 allocate by credit to a capital account for each patron all such amounts in excess of operating costs and expenses.

The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account. All such amounts credited to the capital account of any person 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 of capital.

All other amounts received by the Cooperative from its operations in excess of costs and expenses, shall, insofar as permitted by law, be a) used to offset any losses incurred during the current of 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 part of the capital credited to the accounts of patrons, as herein provided.

Provided, however, that the board of trustees shall have the power to adopt rules providing for the separate retirement of that portion of capital credited to the accounts of its patrons which correspond to capital credited to the account of the Cooperative by any organization furnishing electric service and energy for resale, a marketing cooperative, or a similarly affiliated cooperative. Such rules shall a) establish a method for determining the amount of such capital so contributed for each applicable fiscal year, b) provide for appropriate notifications

to patrons with respect to such portion or capital credited to their accounts, and c) preclude a general retirement of such portion of capital credited to the patrons for any fiscal year prior to the retirement of other capital credited to patrons for the same year or of any capital credited to 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 trustees 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. After April 6, 1978, the board of trustees shall determine the method, basis, priority, and order of retirement, if any, for all amounts heretofore and hereafter furnished as capital.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest of successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the board of trustees, acting under the policies of general application, shall determine otherwise. In the event that a non-member patron shall elect to become a member of the Cooperative the capital credited to the account of such non-member patron may be applied by the Cooperative toward the payment of a membership fee on behalf of such non-member patron.

Notwithstanding any other provisions of these bylaws, the board of trustees, at its discretion, shall have the power at any time upon the death of any patron (who was a natural person), if the legal representative of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the board of trustees, acting under policies of general application, and the legal representatives of such person's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

The patrons of the cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the articles of incorporation and bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office.

ARTICLE 8

DISPOSITION OF PROPERTY

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than a majority of all the members of the Cooperative, and unless notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, notwithstanding any thing herein contained, the Board of Trustees of the cooperative, without authorization by the members thereof, shall have full power and authority 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 Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income there from, all upon such terms and conditions as the Board of Trustees shall determine, to secure any indebtedness of the cooperative to United States of America or any instrumentality or agency thereof; or for the purpose of securing any indebtedness evinced by a common mortgage wherein the United States of America, acting through the Administration of the Rural Electrification Administration, extends the loan of funds conditioned upon a concurrent loan to the Cooperative from the National Rural Utilities Cooperative finance Corporation in accordance with Loan Agreements between Wheatland Electric Cooperative, Inc., and National rural Utilities Cooperative Finance Corporation; provided further, that the Board of trustees may upon the authorization of a majority of those members of the Cooperative present at a meeting of the members thereof, sell, lease, or otherwise dispose of all or a substantial portion of its property to another cooperative or foreign corporation doing business in this State pursuant to the Act under which this cooperative is incorporated, or to a municipality or other body politic or subdivision thereof.

ARTICLE 9

SEAL

The corporate seal of the Cooperative shall have inscribed thereon the name of the cooperative and words "Corporate Seal, Kansas".

ARTICLE 10

FINANCIAL TRANSACTIONS

SECTION 1. CONTRACTS. Except as otherwise provided in the bylaws, the board of trustees 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 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 trustees.

SECTION 3. DEPOSITS. All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the board of trustees may select.

SECTION 4. CHANGE IN RATES. Written notice shall be given to the Administrator of the Rural Electrification Administration of the United States of America not less than ninety days prior to the date upon which any proposed change in rates charged by the Cooperative for electric energy becomes effective.

SECTION 5. FISCAL YEAR. The fiscal year of the Cooperative shall begin on the first day in January of each year and shall end on the thirty-first day of December of the same year.

ARTICLE 11.

MISCELLANEOUS

SECTION 1. MEMBERSHIP IN OTHER ORGANIZATIONS. The Cooperative may upon the authorization of the board of trustees, purchase stock in or become a member of any corporation or organization and the Cooperative may engage in any business endeavor deemed to be in the best interests of the Cooperative by the board of trustees.

SECTION 2. WAIVER OF NOTICE. Any member of trustee may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or trustee, except in case a member or trustee shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

SECTION 3. RULES AND REGULATIONS. The board of trustees shall have power to make and adopt such rules, regulations, and policies not inconsistent with law, the articles of incorporation, or these bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative.

SECTION 4. ACCOUNTING SYSTEM AND REPORTS. The board of trustees shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Electrification Administration of the United States of America. The board of trustees shall also after the close of each fiscal year cause to be made a full and complete audit of the accounts, books, and financial condition of the Cooperative. Such audit reports shall be available to the members at the next following meeting.

SECTION 5. AREA COVERAGE. The board of trustees shall make diligent effort to see that electric service is extended to all unserved persons within the Cooperative service area who a) desire such service and b) meet all reasonable requirements established by the Cooperative as a condition of such service.

ARTICLE 12

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