

TOMBIGBEE ELECTRIC POWER ASSOCIATION

BY-LAWS

EFFECTIVE AS OF December 12, 2024

ARTICLE 1 MEMBERSHIP

Section 1. Requirements for Membership: Any living person, or existing firm, entity, association, corporation, or body politic or subdivision thereof will become a member of Tombigbee Electric Power Association (hereinafter called the "Cooperative" or the "Association") upon receipt of electric service from the Cooperative, provided that he or it has first:

- (a) Reached at least the age of majority and/or otherwise lawfully has the requisite power to enter into binding contracts in the State of Mississippi;
- (b) Made a written application for membership in the Cooperative;
- (c) Agreed to purchase from the Cooperative electric energy, or any other lawful products or services, as hereinafter specified or otherwise as may be allowed by law, upon the terms, conditions and rates as may be set from time to time by the Cooperative;
- (d) Agreed to accept the responsibilities of membership and to participate in and benefit from the cooperative principles upon which the Cooperative is based;
- (e) Agreed to comply with and be bound by the Articles of Incorporation and these Bylaws of the Cooperative and any rules, policies, guidelines, service practice policies and regulations as may be adopted from time to time by the Board of Directors of the Cooperative (hereinafter the "Board");
- (f) Provided sufficient documentation necessary such that it might be determined to the satisfaction of the Cooperative that he/she or it has an interest in, rights to, or necessary permission relating to any real property, including without limitation any leasehold or other interests therein, for which electric service is being sought; and
- (g) Paid the membership fee hereinafter specified.

Section 2. Membership Certificates: Membership in the Cooperative shall be evidenced a membership certificate, by electronic record held by the Cooperative or such other record of membership as the Board may approve from time to time, either of which shall be in such form and shall contain such provisions as shall be determined by the Board. A membership will be issued upon payment of the initial membership fee and satisfaction of the requirements set forth herein. Only the initial membership fee and no other part of the membership payment will be refundable. In case a certificate or membership record is lost, destroyed or mutilated a new certificate or record may be issued therefore upon such uniform terms and indemnity to the Association as the Board may prescribe. No Member shall hold more than one membership in the Association. Should a Member hold multiple certificates for any reason they shall be deemed to be one membership. No membership may be transferable except as provided in these Bylaws.

Section 3. Joint Membership: A husband and wife, or lawfully married couple, for all purposes, shall be considered to be and shall constitute one member of the Cooperative, and such joint membership shall be subject to their joint compliance with the requirements set forth in Section 1 of this article, whether or not applied for in one or both of their names. The term "member" as used in these Bylaws shall be deemed to include a husband and wife holding a joint membership, and any provision relating to the rights and liabilities of membership shall apply equally with respect to the holders of such joint membership. Both joint members shall be individually responsible, jointly and severally, for payment of the fees, expenses and charges applicable to said joint membership, irrespective of which completed the application for the same. 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 constitute a joint waiver of notice of the meeting;
- (b) The vote of either separately or both jointly shall constitute **only** one 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 have a voice, including any right to nominate or sign a petition, at any meeting of the Cooperative, subject to the same rules, regulations and guidelines as any other member of the Cooperative;
- (h) Either, but not both, may be elected or appointed as an officer or Board member, provided that both meet the qualifications for such office.

Section 4. Conversion of Membership:

- 1) A membership may be converted from a joint membership upon the written request of the holders thereof and the agreement by such holder and his or her spouse to comply with the articles of incorporation, bylaws and rules and regulations adopted by the Board. The outstanding membership certificate shall be surrendered and shall be reissued by the Cooperative in such manner as shall indicate the changed membership status. All sums due the Cooperative must be settled prior to such membership conversion.
- 2) Upon the death of either spouse who is a party to the joint membership, such membership shall be held thereafter solely by the survivor. The outstanding membership certificate or record shall be surrendered, and shall be re-issued in such manner as shall indicate the changed membership status, provided, however, that the estate of the deceased shall in no event be released from any debts due the Cooperative.

- 3) Upon the granting of a divorce of the husband and wife, effectively ending said joint membership, the party retaining the property which is served by said membership may inform the Cooperative that said joint membership should be terminated and seek individual membership thereafter. The outstanding membership certificate or record shall be surrendered and shall be re-issued in such manner as shall indicate the changed membership status, provided, however, that said divorce shall in no event release either Husband or Wife from any debts then due the Cooperative. The Cooperative may refuse to re-issue a new membership until such time as the account of the joint membership has been fully satisfied and paid.

Section 5. Membership fees: The membership fee shall be \$10.00, which shall be required to be paid before a member is eligible for one service connection which shall be made upon application for membership and service. There shall be deposited with the Cooperative an additional sum by way of security for the payment of electric bills and which will be refunded along with the membership fee kept on application at the end of service from the Cooperative upon payment of final bill.

Amortization shall no longer be paid, and the amount heretofore paid to the Cooperative by way of amortization shall be credited to the member; and the money paid to the Cooperative by way of amortization above said \$10.00 membership fee shall be considered as money furnished to the Cooperative for the construction, maintenance and other necessary expenditures for the continued operation of the system and to enable the member to take advantage of the joint investment of funds for the common use of the members and are not to be withdrawn as long as the Cooperative continues in business and the member shall have the right to recover his or its interest in such funds only upon dissolution and liquidation of the Cooperative.

Section 6. Purchase of Electric Energy: Each member shall, as soon as electric energy shall be purchased from the Cooperative, be liable for, or in the case of joint membership, jointly and severally liable for, all charges relating to electric energy used on the premises specified in his or its application for membership and shall pay therefore at rates and charges which shall from time to time be fixed by the Board. There is no guaranty of uninterrupted electric power or energy from the Cooperative. The Cooperative will use its best efforts to deliver electric power to all of its Members and will work to minimize disruptions to the fullest extent practical. Acts of God, storms, acts of third parties, generation capacity, power availability, usage curtailment and equipment failure and similar events can and will cause electric power interruptions. Members should prepare accordingly based upon their individual circumstances. The Cooperative is not liable for damages, costs, or expenses, including attorney fees or legal expenses, caused by the Cooperative Providing inadequate, noncontinuous, or fluctuating electric energy or other Cooperative Service, unless the damages, costs, or expenses are caused by the Cooperative's gross negligence or willful misconduct.

Section 7. Membership by an Entity. Legal entity organizations and non-legal entity organizations which are Members of the Association may be present at any meeting of the Members and may vote as Members only as follows:

- (a) Any director, officer or general manager duly authorized in writing may represent and cast the one vote of a corporation, limited liability company or similar entity;
- (b) A trustee, steward, deacon, clerk or pastor duly authorized in writing may represent and cast the one vote of a church;
- (c) A school trustee, principal or superintendent duly authorized in writing may represent and cast the one vote of a school; and
- (d) Any other association or organization such as a trust or foundation may be represented by and have its one vote cast by any person duly authorized in writing who is a trustee, or manager or part owner, or any officer of such association or organization.

Sole proprietorships and general partnerships will not be entitled to a vote separate from that of their owners or general partners. It is the intention of the Association that each Member shall exercise one (1) vote. The Cooperative may require minutes, resolutions or other documentation to determine who may act or vote on behalf of any such member. Should a question arise about voting qualifications of an entity Member the same shall be determined solely by either the general counsel of the Association or the Board of Directors.

Section 8. 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, Bylaws or rules, guidelines, service practice policies 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 or it liable to expulsion, and such failure shall have continued for at least ten (10) days after such notice was given. Any expelled member may be reinstated by affirmative vote of the Board or by vote of the members at any annual or special meeting if properly on the agenda. The membership of a member who for a period of six (6) months after service is available to him, has not purchased electric energy from the Cooperative, or a member who has ceased to purchase energy from the Cooperative, may be cancelled by resolution of the Board.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership certificate or record shall be surrendered forthwith to the Cooperative or legitimately transferred to an eligible member of the Cooperative, subject to the then-existing criteria and/or rules for membership. If a member, otherwise wishes to transfer their membership and deposit (if applicable) to another party, **both** parties will be required to sign a document acknowledging the release and assumption of all rights and responsibilities associated with the membership, including any bills that may be owed at the time of transfer and including any future bills, in addition to meeting all requirements for membership then in effect. Following the death of a member a family member or the estate of said member may request the membership be transferred to it or them, rather than surrendered, and such transfer may be allowed only upon the execution and delivery of valid documentation accepting all rights and responsibilities of membership and acknowledging the assumption of financial responsibilities relating to said membership, including any bills that may be owed at the time of the transfer and any future bills.

(c) The funds paid in to the Cooperative by way of amortization for the purchase of a membership shall be considered as money furnished to the Cooperative for construction, maintenance and other necessary expenditures for the continued operation of the system and to enable the member to take advantage of the joint investment of funds for the common use of the members and are not to be withdrawn except as set out in Article 1 Section 2 as long as the Cooperative continues in business and the member shall have the right to recover his or its interest in such fund only upon dissolution and liquidation of the Cooperative.

ARTICLE II RIGHTS AND LIABILITIES OF MEMBERS

Section 1. Purchase of Electric Energy. Each Member shall as soon as electric energy shall be available, purchase from the Association all electric energy used on the premises specified in the Member's application for Membership, and shall pay therefor monthly at rates which shall from time to time be fixed by the Board of Directors; provided, however, that the Board may limit the amount of electric energy which the Association shall be required to furnish to any one Member or the Board of Directors may, but shall not be required to, and at all times subject to the limitations and restrictions that it may determine and those of the Tennessee Valley Authority ("TVA"), allow, if applicable, for alternative generation. It is expressly understood that amounts paid for electric energy in excess of the costs of providing such service and energy, and also in excess of any amounts needed to establish reasonable reserves for facilities, equipment or improvements, ongoing and expected construction projects, depreciation and the need to be prepared for emergencies and/or contingencies, are furnished by Members as capital and each Member shall be credited with such capital so furnished as provided in these By-Laws. No capital credits shall be paid or retired as the same is prohibited by TVA, which regulates the Association, and the TVA Act as enacted by the United States Congress and the contract between the Association and TVA. Each Member shall pay to the Association such minimum amount per month regardless of the amount of electric energy consumed, as shall be fixed by the Board of Directors from time to time. Each Member shall also pay all amounts owed by the Member to the Association as and when the same shall become due and payable.

Section 2. Property Interests 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 (10) years next preceding the date of the filing of the certificate of dissolution.

Section 3. Non-liability for Debts of the Cooperative: The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative, and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meeting: The annual meeting of the members shall be held the first Saturday after the first Monday in August at the main office of the Cooperative, unless the Board in its discretion calls for the meeting at another time or location, for the purpose of nominating Directors who shall be members of the Board, being presented with reports for the previous fiscal

year and transacting such other business as may be on the approved agenda for the annual meeting. Subject to the limitations of Article VIII below, any qualified member may, by notification to the Board in writing at least One Hundred and Twenty (120) days prior to the date of the annual meeting, have any item of business he or it desires placed on the agenda for the meeting. Only the business that is on the approved agenda will be considered at the annual meeting. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. The Board may set reasonable procedural rules and time limits on any member seeking the floor at the annual meeting, or any other meeting of the Cooperative. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings: Special meetings of the members may be called by resolution of the Board (or upon a written request signed by any eight (8) Board members), by the President, or by ten per centum (10%) or more of all members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within one of the counties served by the Cooperative as designated by the Board and shall be specified in the notice of the special meeting.

Section 3. Notice of Special Members' Meetings: Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than twenty-five (25) days before the day of the meeting, either personally or by mail, and/or by advertising in the newspapers in the primary counties served, 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 thereon pre-paid. 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: Subject to the limitations of Article VIII below, twenty-five (25) members present in person shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting room time to time without further notice. The minutes of each meeting shall contain a list of the members present in person.

Section 5. Voting: Each member shall be entitled to only one vote upon each matter submitted to a vote at any meeting of the members. Members holding multiple meters in the same name shall only be entitled to one vote upon any matter for which any member is entitled to vote. A member having a residence and a business in his name shall be entitled to one vote for the residence and one vote for the business, and no more, regardless of the number of meters said business or member shall hold. A corporation, limited liability company, political subdivision or any other entity of any kind, shall be entitled to one vote for its membership interest regardless of the number of meters held, and said vote shall be accomplished through proper corporate action by designated officers of such member. The Cooperative shall be entitled to rely upon any such vote received on behalf of such corporate member, whether or not the same actually be duly authorized, and the Cooperative shall in no event be charged with confirming said corporate action is, in fact, authorized. However, in the event of a dispute, the Cooperative may determine, in its sole discretion, which officer or persons are to be deemed properly authorized. Consistent with Article I Section 3, joint members shall only be allowed one vote. Subject to the

limitations of Article VIII below, all questions at any duly called meeting of the members shall be decided by a vote of a majority of the members.

ARTICLE IV BOARD MEMBERS

Section 1. General Powers: The business and affairs of the Cooperative shall be managed by a Board of fifteen (15) members 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. Tenure of Office: The persons presently serving as Board members shall compose the Board until their successors shall have been elected and shall have qualified. Members of the Board shall be elected by secret mail ballot following each annual meeting of the members to serve for a three year term. The terms of office shall rotate as provided for in Sec. 5469 Miss. Law (now Miss. Code Ann. § 77-5-221) and will begin on the second Thursday in September after the election shall have been held or until their successors shall have been elected and shall have qualified. If nomination of Board members shall not be made 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 nominating Board members within a reasonable time thereafter.

Section 3. Qualification: In order to be eligible to become, remain or be qualified to run or serve as a member of the Board of Directors of the Cooperative, a person:

- (a) Must be an individual, of the age of majority, with the capacity to enter into legally binding contracts in the State of Mississippi;
- (b) Must be and have remained in good standing in relation to their obligations as a Member, including without limitation, the payment of all charges due from them, for a period of at least Seven (7) years prior to seeking to serve or serving on the Board;
- (c) Must be a duly qualified member of the Cooperative;
- (d) Must be a bona fide resident in the area served or to be served by the Cooperative, and for the area in which said member seeks to be a candidate for the Board;
- (e) Must neither themselves nor their spouse be presently or have been previously employed by the Cooperative for a period of at least Seven (7) years prior to their nomination;
- (f) Must not have been finally convicted of a felony;
- (g) Must not have brought suit as a plaintiff, or participated in said capacity, in an ongoing lawsuit, mediation, worker's compensation matter, arbitration or legal dispute of any kind against the Association or its officers, employees or directors for a period of at least Ten (10) years prior to being eligible to run for Director; and
- (h) Must not be in any way employed by or directly or substantially financially interested in a competing enterprise or business, which shall include any other utility or business selling or distributing any product or energy resource such as the sale of electric energy, natural or butane gas or other alternative energy sources; or any enterprise or business which supplies the Cooperative with significant electrical energy supplies, apparatus or components of the

Cooperative's electrical transmission system, such as wiring, transformers, poles, metering products, generation components or similar items, or any business that provides services competing with those provided by Tombigbee Fiber, LLC, or which provides television, internet, communications, fiber or broadband products or services or which supplies the significant components thereof, or have been affiliated with any such competing enterprise or business for a period of Seven (7) years.

The Board of Directors shall in its sole discretion and business judgment determine any questions relating to the qualifications of a Member for office. Upon establishment of the fact that a Board member is holding the office in violation of any of the foregoing provisions, the Board shall remove such Board member from office, this section shall not be construed to apply to any Board member who is serving in active capacity at the time of the adoption of these Bylaws. Nothing contained in this Section shall affect in any manner whatsoever the validity of any action taken at any meeting of the Board.

All Directors first elected from and after September 1, 2020, shall within their first term of office attend director training and education classes to obtain their director certification from the National Rural Electric Cooperative Association. Should a Director fail to do so, absent just cause as determined by the other Directors, then said Director shall not be eligible to run for reelection until such certification has been obtained.

Section 4. Nominations: Prior to each annual meeting, the Executive Committee shall appoint a Nominating Committee, which Nominating Committee shall consist of three (3) members of the Cooperative residing in Lee, Union, Pontotoc, Chickasaw, or that portion of Monroe County that is adjacent to Lee County and two (2) members of the Cooperative residing in Itawamba, Prentiss, Tishomingo or that portion of Monroe County that is adjacent to Itawamba County, and which Nominating Committee shall select as nominees for the Board of Directors at least six (6) eligible individuals residing in Lee, Union, Pontotoc, or that portion of Monroe County that is adjacent to Lee County and four (4) eligible individuals residing in Itawamba, Prentiss, Tishomingo or that portion of Monroe County that is adjacent to Itawamba County, the names of whom shall be presented to the members by means of ballots mailed to the mailing address of each member according to the records maintained in the office of the association. Unless a Board member whose term of office is expiring shall decline re-nomination in writing to the Nominating Committee of his county, the Committee shall submit the names of each member whose term of office is slated to next expire on the proposed candidates for said office. Nominations for members of the Board will be received from the floor upon proper nomination and second at the annual meeting. A member may not nominate himself, but may second his nomination. A joint member may not nominate their spouse, but may second such nomination. The members making such nomination and second shall support the nomination by their written certification that such nominee is a member of the association and a bona fide resident in both the area for which election is sought and the area served by the Cooperative, and otherwise qualified to serve on the Board pursuant hereto.

A candidate for director may also be nominated by petition containing fifty (50) signatures of members of the Cooperative as authorized by Section 77-5-221, Mississippi Code of 1972, Annotated. The body of the petition shall be on a form provided by and approved by the Cooperative, and further must contain at a minimum a certification that the nominee is a qualified member of the Cooperative and a bona fide resident in the area served by the

Cooperative and the area for which such nomination is sought, and a certification by each signer that the signer is a member of the Cooperative, and shall include sufficient information to confirm the identity and membership of the persons signing the petition. Any such petition must be filed at the office of the manager of the Cooperative at Tupelo, Mississippi, by 5:00 o'clock, p.m. on the Wednesday immediately preceding the annual meeting date of the Cooperative. Prior to the annual meeting, the Nominating Committee shall verify that the nominee is a qualified candidate and that at least fifty (50) signers of the petition are members of the Cooperative, and if such qualifications are not met, the nominee shall not be placed upon the ballot as a candidate for director. Only one joint member may sign a petition and count toward the required number of signatures. A candidate may sign his own petition.

The Nominating Committee shall have the responsibility of providing the necessary ballots to be used in the election of the directors, and may be in any form and verbiage as may be approved by the Board of Directors of the Cooperative. The Nominating Committee shall confirm the qualifications of all candidates and nominees prior to their inclusion upon the ballot for election.

Section 5. Auditors: The auditors of the Cooperative who are employed on an annual basis by the Cooperative shall be the tellers of the balloting, and all ballots shall be mailed in signed sealed envelopes to the said auditors' post office box. Each member shall be entitled to vote, one vote per member consistent with these Bylaws, for three (3) members who shall reside in Lee, Union, Pontotoc, Chickasaw or that portion of Monroe County that is adjacent to Lee County and for two (2) members of the Cooperative residing in Itawamba, Prentiss, Tishomingo, or that portion of Monroe County that is adjacent to Itawamba County. Notice shall be given with each Ballot as to the last day upon which such Ballot may be returned. The Polls shall close at the close of the business on the day so designated and the Auditor shall proceed to count the Ballots. Only those Ballots received by a deadline set at the Annual meeting will be counted. The Auditor shall in his sole discretion determine if the Ballot may be counted consistent with these Bylaws and any rules set by the Board of Directors. The three (3) members residing in Lee, Union, Pontotoc, Chickasaw, or that portion of Monroe County that is adjacent to Lee County and the two (2) members residing in Itawamba, Prentiss, Tishomingo, or that portion of Monroe County that is adjacent to Itawamba County receiving the highest vote shall be certified to the Executive Committee. As soon as practical after the notification by the Secretary, the Board of Directors shall meet for the purpose of electing officers, and members of the Executive Committee, and taking such other actions which in their decision are necessary and proper in the administration of the Cooperative's affairs.

Section 6. Removal of Board Member by Members: Any member may bring charges against a Board member and, by filing with the Secretary such charges in writing together with a petition signed by at least ten per centum (10%) of the members of the Association, and may request the removal of such Board member by reason thereof. Charges must include allegations of wrongdoing, malfeasance or breach of any applicable duty. It shall not be appropriate to bring Charges based upon any judgment, vote, exercise of discretion or decision made by such Board member. The Board, excluding the charged member(s), shall by majority vote determine initially if the nature of the Charges are of a sufficient nature to allow the issue to be taken to the Membership pursuant to this section. Once the charges have been certified by the Board, such Board charged member shall be informed in writing of the charges at least Thirty (30) 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 general counsel of the Association shall preside over the hearing and maintain order therein and determine what matters may be admissible. The question of the removal of such Board member shall be considered and voted upon at the meeting of the members so long as a quorum is present, and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provision with respect to nominations for the remaining term of the removed Director. Five (5) Directors may alternatively sign a petition to remove for cause a Director as well. In that instance, such Director to be removed shall be informed in writing of the charges at least ten (10) days prior to the meeting of the Board of Directors 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 that instance, the Board, excluding said director, shall be required to vote with a two-thirds majority of those voting in said meeting to remove said Director.

Section 7. Vacancies: Upon the occurrence of a vacancy on the Board of directors, other than a vacancy caused by the removal of a director by the members pursuant to Section 6 above, the remaining Board members by affirmative majority vote may fill any vacancy on the Board by means of an appointment for the remainder of the term of the position so vacated or fill the same by means of a special election for the remaining term. Any person being considered for appointment or special election pursuant to this Section must satisfy the qualifications to be a member of the Board of Directors set out in Section 3 above.

The office of a director is subject to being declared vacant and is subject to being filled pursuant to this Section if a director shall have failed to attend as many as Four (4) meetings of the Board annually (September through August), whether special or regular meetings, and at least two thirds (2/3) of the remaining directors in office determine, in their sole judgment, that such failure did not occur for justifiable cause.

Section 8. Compensation: If authorized by the Board, Board members may be paid compensation to be fixed by the Board. In lieu of hourly compensation, the Board may determine, in its sole discretion, the minimum time required of a prudent Director to satisfy their duties and responsibilities and compensate said Directors for that amount of time, and elect that all time in excess thereof shall be uncompensated. If authorized by the Board, Board members may also be reimbursed for travel costs and other expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per diem allowance by the Board in lieu of detailed accounting for some of these expenses. Except as set forth herein, no Board member shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a Board member receive compensation for serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote of the Board or the service by the Board member or his close relative shall have been certified by the Board as an emergency measure. A Board member may receive compensation for serving as a Director of Tombigbee Fiber, LLC. If a Director is absent without just cause for more than Two (2) regular or special meetings annually (September through August), then that Director's compensation or per diem shall be reduced per meeting missed thereafter.

Section 9. Directors Emeritus: Any Board Member who shall have served the Cooperative as such for a period of at least nine (9) years, whether consecutive or in broken tenure, and shall not be re-elected to office, shall become a Director Emeritus, with all of the privileges and

benefits as may accrue to said Board Members, excepting attendance and voting at Board meetings and remuneration for service performed.

Section 10. Indemnification and Liability Insurance.

(1) By the Association:

(a) On the terms and conditions hereinafter stated, the Association or its insurers shall indemnify any director, officer or employee of the Association, including any former director, officer or employee of the Association, who is or was a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by virtue of their position within the Association, for expenses, claims, liabilities, costs, judgments, fines, including attorney's fees reasonably incurred or imposed upon such person in connection with such actual or threatened action, suit, proceeding, or investigation and against any amount reasonably and with prior approval of the Board of Directors of the Association paid in settlement of any such actual or threatened suit, action or proceeding if:

- (1) The action complained of was undertaken in good faith; and
- (2) It was in good faith believed that:
 - (a) Actions taken in any official capacity of the Association were in its best interests;
 - (b) Conduct in any other capacity was at least not opposed to the Association's best interests; and
 - (c) In the case of any criminal proceeding, there was no reasonable cause to believe the conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction is not, of itself, determinative as to whether the requisite standard of conduct has been met.

(b) The purpose of this provision is to remove any financial risk in connection with the good faith service of a director, officer or employee and to this end the Association shall secure and maintain adequate liability insurance governing such indemnification, expenses and attorneys' fees to the extent that it is reasonably available as determined by the Board and other provisions to the contrary notwithstanding, such indemnification as herein provided shall be provided at least to the extent of any applicable insurance coverages.

(c) The Association may pay for or reimburse the reasonable expenses incurred by a director, officer, employee or manager who is a party to a proceeding in advance of final disposition of the proceeding if:

- (1) The individual furnishes the Association a written statement of their good faith belief that they have met the standard of conduct described above;

- (2) A determination is made that the facts then known to those making the determination would not preclude indemnification.

(d) The provisions of this Section shall be inapplicable to any action brought by the Association against any officer or director otherwise indemnified hereunder or in connection with any other proceeding charging improper personal benefit to the one so charged, whether or not involving action in an official capacity, in which they are adjudged liable on the basis that personal benefit was improperly received.

(e) The provisions of this section shall be applicable to actions or proceedings commenced after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof, and to any such officers or directors who should hereinafter cease to be officers and directors, and shall inure to the benefit of their heirs and legal representatives.

- (2) By the Member:

(a) As requested by the Cooperative, and except to the extent, if any, caused by the negligence, gross negligence, or willful misconduct of the Cooperative, a Member shall indemnify the Cooperative for, and hold the Cooperative harmless from, liabilities, damages, costs, and expenses, including reasonable attorney fees and legal expenses, incurred by the Cooperative, or by a Cooperative Director, Officer, employee, agent, or representative ("Cooperative Official"), and caused by:

- (1) The negligence, gross negligence, or willful misconduct of the Member, or a non-Member Occupying the same Location as the Member or whose actions are directly attributable to a Member, or
- (2) The unsafe or defective condition of a Location Occupied by the Member; or
- (3) Any matter set forth herein, or in the Governing Documents.

(b) The Member is liable for, and must indemnify the Cooperative against, injury or death to any Person and damage to any property caused by, or resulting from, the Member Electric Equipment or the Connection or the cutting of trees as set forth herein.

In general, a Member is not liable to a third party for the Cooperative's acts, debts, liabilities, or obligations solely because of membership in the Cooperative. A Member may only become liable to the Cooperative or a third party as provided in the Governing Documents or as otherwise agreed to by the Cooperative and Member. The Cooperative is liable to a Member only to the extent of, and only in proportion to, the negligence, gross negligence, or willful misconduct of the Cooperative. The Cooperative is not liable to a Member for the contributory, comparative, or similar negligence, gross negligence, or willful misconduct of the Member.

ARTICLE V MEETINGS OF BOARD

Section 1. Regular Meetings: A regular meeting of the Board may be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the Board shall also be held monthly on the second Thursday of each month at the hour and place within one of the counties served by the Cooperative as designated by the Board. Such regular monthly meeting may be held without notice other than such resolution fixing the hour and place thereof. (Unless otherwise specified, the meeting shall be held in the board room at the office of the Cooperative in either the city of Tupelo or the town of Fulton in the State of Mississippi.) All meetings of the Cooperative, unless in executive session, shall be open to all members of the Cooperative. The Board may set reasonable rules of decorum, may require an item to be placed upon its agenda at least thirty (30) days prior to a regular meeting in order to be heard upon the same, and may impose reasonable limitations on both the number of members allowed to address the Board at any given meeting or as to reasonable time restrictions upon any such member being heard by the Board. Matters involving employment, retirement or any other benefits of employment as may relate to any individual, even if a member, are not subject to Board review, those matters being reserved unto management, and thus are not proper for any Board agenda.

Executive sessions, which are not open to Members, may be held when the Board of Directors discusses issues which should not be publically available, such as any of the following:

- (1) transaction of business and discussion of personnel matters concerning the character, professional confidence, or physical or mental health of a person;
- (2) strategy sessions or negotiations with respect to prospective litigation, litigation, or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the Association;
- (3) transaction of business and discussion regarding the report, development, or course of action regarding security personnel, plans, or devices;
- (4) investigative proceedings regarding allegations of misconduct or violation of law;
- (5) cases of extraordinary emergency which would pose immediate or irrevocable harm or damage to persons and/or property;
- (6) transaction of business and discussion regarding the prospective purchase, sale or leasing of lands or the negotiations for or acquiring of easements or rights-of-way;
- (7) transaction of and/or discussion of negotiations regarding the location, relocation, or expansion of Association facilities;
- (8) discussion of terms of employment, compensation or termination of employees;

(9) discussion of such matters as would be recognized by the courts as legally privileged, or matters for which legal advice is being sought or which might involve the theories, mental impressions and/or work product of counsel; and

(10) any other business which the Board in its discretion deems to be of a sensitive nature or not yet ripe for public consumption.

Section 2. Special Meeting: Special meetings of the Board may be called by the President or by any three (3) Board members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or Board members calling the meeting shall fix the time and place for the holding of the meeting.

Section 3. Notice of Board Meetings: Written notice of the time, place and purpose of any special meeting of the Board shall be delivered to each Board member either personally, or by telephone, by mail, or by electronic means to those Directors electing electronic notice, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the Board member calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Board member at his address as it appears on the records of the Cooperative, with postage thereon prepaid, at least five (5) days before the date set for the meeting.

Section 4. Quorum: A majority of the Board shall constitute a quorum, provided, that if less than such majority of the Board is present at said meeting, a majority of the Board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent Board members of the time and place of such adjourned meeting. The act of a majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise provided in these Bylaws. The President of the Board of Directors may allow a Director to attend, in his judgment, any such meeting by electronic or telephonic means, and such attendance if allowed shall count toward the attendance and quorum requirements. Should such meeting be in executive session, satisfactory security assurances may be required for remote attendance.

ARTICLE VI OFFICERS

Section 1. Number: The officers of the Cooperative shall be a President, Vice President, Secretary, Treasurer, Executive Committee, and such other officers as may be determined by the Board from time to time, such as President Emeritus. 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 annually by and from the Board at the meeting of the Board held immediately after the annual election of Directors. 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 election or until his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board for the unexpired portion of the term. A Board member may hold a single elected officer position for only three consecutive years.

Section 3. Removal of Officers and Agents by the Board: Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer, and by filing with the Secretary such charges in writing together with a petition signed by ten per centum (10%) of the members, may request the removal of such officer. The definition of charges and the procedure for removal shall be the same as outlined above for Directors. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten (10) days prior to the Board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person and 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, shall preside at all meetings of the members and the Board and shall further preside over the annual meeting;

(b) sign, or authorize the signing of certificate or record of membership, if applicable, the issuance of which shall have been authorized hereby, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Boards to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 5. Vice President: In the absence of the President, or in the event of his 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.

Section 6. Secretary: The Secretary shall be responsible for undertaking or overseeing a designee to do the following:

(a) keeping the minutes of the meeting of the members and of the Board as well as the attendance of the Board at the Board meetings;

(b) seeing that all notices are duly given in accordance with these Bylaws or as required by law;

(c) the safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all certificates of membership prior to the issue thereof, and to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these Bylaws;

- (d) informing the Executive Committee of any violations of Director attendance requirements; and
- (e) 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 7. Treasurer: The Treasurer shall be responsible for 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 8. Executive Committee composition: An Executive Committee composed of the officers of the Board plus one other Board member from Lee, Union, Pontotoc, Chickasaw and adjacent Monroe County area, and the Itawamba, Prentiss, Tishomingo and adjacent Monroe County area shall be elected to assist the President and Manager in the management of the Cooperative. Should an active President Emeritus be a member of the Board, they shall also be a *de facto* member of the Executive Committee with a voice thereon but no vote. The Committee shall hold monthly meetings for the purpose of hearing and reviewing the reports of the President and Manager. The Board members serving on the executive committee may serve in any one position (officer or committee member) only for a period of Three (3) consecutive years. However, should such persons be elected to other positions which positions themselves sit on the Executive Committee, they may continue to serve on the Executive Committee for a longer period.

Section 8a. The Executive Committee duties: The Executive Committee shall have the general management and control of all the property, business, and affairs of the Cooperative, but the exercise of such authority shall be approved by the Board at the next meeting thereof. They shall define and limit the powers and duties of all committees, officers, and agents of the Cooperative not otherwise provided for in these Bylaws. They shall require such bonds as they deem proper.

Section 9. CEO/Manager: The Board may appoint a Chief Executive Officer or Manager who may be, but who shall not be required to be a Member of the Cooperative. The CEO/Manager shall hold a degree in Electrical Engineering, a degree in Business, or such other qualifications or degrees in disciplines acceptable and approved by the Board; and perform such duties and exercise such authority as the Board may from time to time vest in him. The CEO/Manager shall select, employ, train and dismiss employees as necessary for the efficient operation of the Cooperative. He shall make a monthly report of his actions to the Executive Committee and the Board. The Board may vest in said CEO/Manager management over any subsidiary of the Cooperative.

Section 10. Assistant Manager: The Board shall have the authority to appoint an Assistant Manager, who shall have the same educational qualifications as the manager, and shall be able to assist the Manager in the management of the affairs of the Cooperative. The Board, in selecting this person, shall have in mind that the person so employed shall be in training to become the Manager of the Cooperative upon the retirement, or disability to serve, or removal from office of Manager of the Cooperative.

Section 11. General Counsel. The Board of Directors may select and appoint an attorney to serve as General Counsel to the Association who may be, but who shall not be required to be, a

Member of the Association. The General Counsel shall advise the Board in the best interest of the Association and its Members and shall perform such duties and shall exercise such authority as the Board of Directors from time to time vest in him. The General Counsel may serve in other management or officer positions of the Cooperative.

Section 12. Bonds of Officers: The Treasurer and any other officer or agent of the Cooperative 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 Cooperation to be bonded in such amount and with such surety as it shall determine.

Section 13. Compensation: The powers, duties and compensation of officers, agents and employees shall be fixed by the Board subject to the provisions of these Bylaws with respect to compensation for a Board member.

Section 14. 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 nonprofit 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. Rates: The Board of Directors shall set rates adequate to cover current operating expenses, repayment of debt obligations, set reasonable reserves and for expansion necessary to render adequate service to members.

Section 3. Business Relationship between Patrons and Cooperative: 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.

ARTICLE VIII DISPOSITION OF PROPERTY

The Cooperative, except as the laws may prohibit, may not sell, transfer, lease or otherwise dispose of all or any substantial portion of its property unless such sale or other disposition is authorized at a meeting of the members thereof by the affirmative vote of not less than ninety percent (90%) of all the voting members of the Cooperative, voting in person or by mail, and unless the notice of such proposed sale, lease or other disposition or encumbrance shall have been contained in the notice of the annual meeting, and having been placed upon the agenda at least as early as the prior annual meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage, encumbrance or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the properly, 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 shall determine, to secure any indebtedness of the Cooperative to United States of America or any instrumentality or agency thereof, or to a bank or financing institution, organized on a cooperative plan for the purpose of financing its members' programs, project and undertaking, in which the corporation holds membership or to any state or national bank. The Board of Directors shall further have the power to purchase any property, equipment or assets of the Cooperative as they shall determine from time to time in their sole discretion, and further may sell or dispose of the same, without the vote of the membership, so long as said assets constitute no more than twenty percentum (20%) of the assets of the cooperative.

ARTICLE IX SEAL

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words "Seal Tombigbee Electric Power Association."

ARTICLE X FINANCIAL TRANSACTIONS

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

Section 2. Checks, Drafts, Etc.: All checks, drafts 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 and/or countersigned 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.

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

Section 4. Change in Rates: Written notice, if required, shall be given to the Administrator of the Rural Electrification Administration of the United States of America or, if applicable to TVA, prior to the date upon which any proposed change in the 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 of July of each year and shall end on the thirtieth day of June of the next 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 Directors at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchase, provided, however, that the Cooperative may upon the authorization of the Board, purchase stock in or become a member of any corporation or organization organized on a non-profit basis for the purpose of engaging in or furthering the cause of rural electrification, of any other corporation for the purpose of acquiring electric

facilities. The Board may by affirmative vote organize, own and maintain any and all subsidiaries as may be allowed or authorized by Mississippi law.

Section 2. Waiver of Notice: Any member or Board member may waive in writing any notice of a meeting required to be given by these Bylaws. 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 been unlawfully called or convened.

Section 3. Policies, Rules and Regulations: The Board shall have the power to make and adopt such policies, rules and regulations not inconsistent with law or 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 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 Tennessee Valley Authority or if applicable the administrator of the Rural Electrification Administration of the United States of America. The Board shall also after the close of each month cause to be made by a certified public accountant a full and complete progressive audit of the accounts, books and financial condition of the Cooperative as of the end of such month. A report of such audit shall be submitted upon completion, to the Board of Directors at the monthly Board meeting. The Board shall also after the close of each fiscal year cause to be made by a certified public accountant a full and complete report of the progressive audits of the accounts, books and financial condition of the cooperative as of the end of such fiscal year. A copy of such report shall be submitted, upon completion to the Board of Directors at the monthly Board meeting.

Section 5. Area Coverage: The Board shall make diligent effort to see that electric service is extended to all unserved persons within the Cooperative service area who:

- (a) desire such service, and
- (b) make all reasonable requirements established by the Cooperative as a condition of such service.

Section 6. Access to Association Records. Upon timely and reasonable written request, in a form and manner prescribed by the Board of Directors of the Association, Members of the Association will be entitled to examination of Association records and information where the General Manager/CEO and the Association's general counsel, or the Board of Directors agree that the request is in good faith, that the information requested and the purpose for which it is requested are materially germane to the requesting person's status and interest as a Member of the Association, where the furnishing of information will not be inimical to the Association's best interest, and where the release of such information will not subject the Association to litigation or invade the privacy of any person, or where such inspection or review is required by law.

The Association's response to requests from Members for association information shall be governed by the following rules and procedures:

(a) No requests for information shall be considered until the requesting Member fills out and executes an Information Request Form, further described below.

(b) The request form as executed will be reviewed as soon as possible by the General Manager/CEO who, before acting, shall consult with the Association's general counsel. If both conclude that:

- (1) the request is in good faith and/or is required by law;
- (2) the information requested and the purpose for which it is requested are materially germane to the requesting Member's status and interest as a Member of the Association;
- (3) furnishing the requested information will not be inimical to the Association's best interests; and
- (4) the release of such information will not subject the Association to litigation or invade the privacy of any person, then a time and manner will be provided for making such information available during normal business hours.

If either or both disagree to the applicability of any of the foregoing factors, the matter will be referred to the Board of Directors for decision based upon those same factors.

It being understood that by its nature information held by the Association may contain confidential and proprietary information, including strategic business plans, projections of capital costs and expenses, projections of revenues, demand studies, competition analyses, pricing plans, options and timelines for system development in stages/phases, operational areas of particular concern, marketing strategies, partnership opportunities, and other highly-sensitive information relating to the planning, development, marketing, and operation of the Association's or its subsidiaries' systems, or private or sensitive customer information. Material adverse harm could be suffered by the Association and its subsidiaries, affiliate(s), partner(s), and Members if such information, in whole or in part, is obtained by competitors or potential competitors of the Association or said information is improperly released to the public.

Once it is determined that information is to be disclosed or made available for inspection to a Member, the following procedures shall apply:

(1) The Association will provide to the Member an Information Request Form, which shall include a statement setting forth the above confidentiality understanding. The requesting Member must fully complete and sign the provided form and return it to the Association confirming his/her request and understanding of the rules and procedures. The Member must complete the form in its entirety, including (a) the Member's name, (b) the date of the Member's

request, (c) the Member's account/Membership number, (d) the Member's billing address, (e) affirmation that the Member is a Member in good standing of the Association, (f) affirmation that the Member is not employed by, is not an agent or representative of, and has no financial interest in any competing enterprise, (g) agreement that the Member will maintain the confidentiality of the information and its contents, and not disclose the same in whole or part, to any third party, and (h) acknowledgment of an agreement to comply with the procedures that will apply to the Member's review of the same. If the form is not completed in its entirety or not signed, the information will not be made available to the Member.

(2) A private room will be made available in the Association's offices for the Member's review of the information. An employee of the Association will bring a copy of the requested information into the room and make it available to the Member for review.

(3) At least one employee of the Association will be present at all times during the Member's review. The Member will have a maximum of two (2) hours within which to review the information.

(4) The Member may not make or retain a copy of the information.

(5) The Member may not take any photos or other images of the information or any portions thereof, make any written or recorded notes pertaining to the contents of the information, or make marks of any kind on the same.

(6) Upon completion of the Member's review, the Association employee present during the entirety of the Member's review will complete an Exit Statement that (a) memorializes the date and time the Member's review began and the date and time the review was completed, (b) confirms that no copies of the study were provided to or made by the Member, and (c) confirms that no photos or other images of the study were taken, no written or recorded notes pertaining to the contents of the study were made, and no marks of any kind on the study were made by the Member. The Member will be asked to sign and date the completed Exit Statement. If the Member refuses to sign or date the statement, the Association employee will sign and date the statement and note thereon the Member's refusal to sign.

Should the Association determine that any requested information is or should be made available to its Members without restriction or otherwise publically, it may simply provide the same. The provision of said information on one occasion shall not prevent a later determination of confidentiality or waiver of any of the provisions hereof.

ARTICLE XII DISPUTE RESOLUTION

Due to the unique cooperative nature of the business of the Association, and in the interests of its individual Members and the interaction of its business with interstate commerce all disputes between any Member and the Association shall be determined by binding arbitration rather than litigation. The Member or the Association may at any time institute a matter before the Complaint Resolution Process maintained by the Tennessee Valley Authority, if it is a matter which TVA will address. Otherwise, an aggrieved Member may individually initiate an

Arbitration which shall be conducted in a method and manner to be agreed upon by the parties, to avoid expense of a formal arbitration, but in that instance governed by rules to be agreed upon by the parties utilizing the Mississippi Rules of Evidence as a guide, and if no agreement, before a mutually agreeable arbitrator selected as subject to the limitations set forth herein.

Alternatively, the parties may agree that the commercial Rules of the American Arbitration Association may alternatively apply. In no event, may any Members form a class or bring any joint action against the Association. No matter may be filed in any courts of the State of Mississippi or the United States of America, and no such dispute shall in any event be determined by a jury trial. Arbitration shall be the exclusive remedy for any dispute brought by a Member. Prior to initiating such arbitration said Member is encouraged to seek to mediate their differences with the Association. Mediation is an alternative, but not a prerequisite. However, if a Mediation is requested by a Member and unsuccessful, then the Association will pay the initial filing fees or costs of commencing the Arbitration if needed. Thereafter, all costs of the arbitration shall be born equally between the Member and the Association, unless the arbitrator orders otherwise as part of a damage or sanctions award. The Arbitrator shall be required to have experience with utility or electric distribution cases. The Arbitrator shall only have the power to award actual damages, and in no event may the Arbitrator award any punitive, exemplar, special or consequential damages. Mississippi law shall govern, including its arbitration provisions, except to any extent preempted by Federal law, including without limitation the Federal Arbitration Act and the Tennessee Valley Authority Act. This Article and its provisions shall be deemed to be a material part of the Membership agreement between the Member and the Association. Notwithstanding the forgoing, the Association may bring a collection case to pursue unpaid charges or fees due the Association in any courts of the State of Mississippi against a delinquent member, however, if a counterclaim is raised the entire matter shall be subject to the provisions hereof regarding arbitration. These provisions do not relate to disputes between the Association and its employees or former employees of the Association.

ARTICLE XIII EASEMENTS

Due to the unique cooperative nature of the business of the Association, and in the interests of its individual Members, each Member, in order to remain in good standing and receive the benefits of Membership, including the provision of electric service, shall upon request and without compensation grant easements over and across said Member's respective property for the purposes of providing the services offered by the Association and its subsidiaries, if any, to said Member and any other Members of the Association. It being understood and agreed that the rates for all such services to every Member would increase dramatically if Members were allowed to refuse such access to their land or be compensated for the same.

It is the policy of the Association to maintain its easements and rights of way free of trees and other vegetation and impediments to either safety or access and danger trees outside of said rights of way and easements, all of which would interfere with the safe operation and maintenance of the systems operated by the Association or its subsidiaries thereon.

Each Member of the Association shall, without charge to the Association, grant to the Association: (a) easements for the construction, operation and maintenance of poles, lines, fiber,

and other materials and equipment of the Association ("Association 's Facilities") over, under and through land owned or controlled by the Member, (b) the right to use and/or allow others to use the easements and Association's Facilities thereon for the provision of electric distribution or transmission, communication services or broadband services, and (c) the right to access and duly authorize third parties to access the easements to maintain the easements and the lines and other equipment thereon in such condition as may be necessary or desirable, including, without limitation, the right to cut trees, trim trees, apply herbicides for vegetation management, and remove or trim other obstacles, including trees, on or adjacent to the easements which may endanger the lines or other equipment on the easements or the public. The granting by a Member of such easements and rights to the Association shall be effective upon the Member's admission to Membership in the Association, and the granting of such easements and rights shall be effective and enforceable even in the absence of a separate written easement agreement executed by the Member. The Member shall, nevertheless, execute a separate written easement agreement for recording purposes if requested by the Association to do so.

Members shall not erect any fencing or structures or allow any trees, shrubbery or vegetation that impede the Association's access to electric apparatus or equipment or access to the aforementioned easements and rights of way or any electric or fiber lines or any related apparatus or equipment. Members shall at all times provide the Association access to their property to inspect, repair, replace or maintain the property of the Association. Members shall bear the expense of removing any such fencing or structures or making the same accessible to the Association and its agents and employees. The Association shall not be responsible for the replacement of or any damage to any trees, shrubbery or vegetation that has to be removed, trimmed, cut or damaged in order to access said equipment or apparatus.

ARTICLE XIV DAMAGE TO ASSOCIATION PROPERTY

Any Member causing harm or damage to the property of the Association shall be responsible for the payment of all costs of the damages or repairs thereto, including all labor, overhead and materials related thereto, whether such damage is caused through negligent or intentional acts. Property owners that are Members of the Association may be accessed for repairs of lines, equipment or apparatus on their property that is damaged on such Members property through negligent or intentional acts.

ARTICLE XV DAMAGE TO MEMBER PROPERTY

Acts of God, storms, acts of third parties, generation capacity, power availability, usage curtailment and equipment failure and similar events can and will cause electric power interruptions, and are beyond the control of the Association. The Association may not be held responsible for damages caused by acts of God, mother nature, insects, animals, weather or lightning strikes or, additionally, equipment failures or power surges that are not directly caused by the actions or omissions of the Association.

ARTICLE XVI MEMBER CONDUCT

A Member:

- (1) Shall allow access over and across the Member's Property for the purposes of maintaining all Cooperative easements, rights of way, transmission, distribution and communication lines as well as any related apparatus and equipment of the Association;
- (2) Shall install and maintain any and all protective equipment, apparatus or devices, and shall implement any safety procedures required by the Cooperative;
- (3) Shall comply with the Cooperative's deposit rules and requirements and Service Practice Policies;
- (4) Shall not tamper with, alter, interfere with, damage, or impair Cooperative Equipment;
- (5) Shall ensure that the Member's electric equipment and connections do not adversely affect or impact the ability of the Cooperative to safely, reliably, effectively or efficiently provide electric service or any other Cooperative service;
- (6) Shall not, and shall not permit a Person located on or at Member Property to, harass, intimidate, threaten, disparage, defame, or injure the Cooperative, its Employees, agents or a Cooperative Official;
- (7) Shall not, and shall not permit a third party to, engage in the retail sale of electric energy generated or produced by Member Equipment or other Equipment located on or at Member Property, absent compliance with state law allowing the same for electric vehicles;
- (8) Shall Use, and shall require a Person located on or at Member Property to Use, all electric energy and any other cooperative services Provided by the Cooperative in a safe and lawful manner, and for a safe and lawful purpose;
- (9) Does not have an expectation of privacy related to the Cooperative Providing electric energy or// any Cooperative Service;
- (10) Consents to the Cooperative disconnecting and disabling the Member's electric equipment should it fail to comply with the rules of the Cooperative or any safety code;
- (11) Consents to the Cooperative granting and facilitating requests from, and complying with orders by, any law enforcement, court, or other government official or Entity to surveil, observe or record, or to obtain information regarding, the Member or a Location at which the Member receives a Cooperative Service;
- (12) Consents to the Cooperative using the Member's social security number, driver's license number, or other personal information for credit checking and other purposes related to the Cooperative Providing electric energy;
- (13) Except as the Member otherwise informs the Cooperative in writing or Electronically regarding calls or other communications not made for an emergency purpose, consents to, and shall provide any written or other prior express consent to, the Cooperative or the Cooperative's agent using an automatic telephone dialing system, or an artificial or prerecorded voice, for any call or other communication from or on behalf of the Cooperative regarding service issues, the provision of electric energy, or the interruption thereof, or the Cooperative's Provision of a Cooperative Service or the Member's Use of or payment for a Cooperative Service;

- (14) Consents, if applicable, to on-bill financing, on-bill repayment, or similar program in which the Cooperative collects, through charges included on the Cooperative's monthly bill or invoice for electric energy, payments or repayments for loans or other financing of goods or services for or related to an Electric Purpose, which loan or other financing transfers to successors in Occupation or interest at or for the Location at which the Cooperative Provides electric energy;
- (15) Who requests and the Cooperative agrees to mail, send, or otherwise deliver ("Deliver") a bill, information, or other communication regarding the Member ("Member Communication") to a Person other than the Member, is responsible for obtaining the information contained in, and complying with the act or omission referenced in, the Member Communication; and
- (16) Shall notify the Cooperative in writing or Electronically before, or within Ten (10) days after, no longer Occupying a Location, or Possessing Member Property, at or for which the Cooperative Provides electric energy.
- (17) Shall protect Cooperative Equipment and Member Electric Equipment.
- (18) Shall install and maintain any protective device, and implement and follow any protective procedure, required by the Cooperative.
- (19) Shall not tamper with, alter, interfere with, damage, or impair Cooperative Equipment. Except as otherwise provided by the Board, the Cooperative owns all Cooperative Equipment.
- (20) Shall grants the Cooperative the right to inspect the Member Electric Equipment and the Connection to determine whether the Member Electric Equipment and Connection comply with the Governing Documents.
- (21) Shall grants the Cooperative the right to disconnect, disable, or temporarily operate Member Electric Equipment that does not comply with the Governing Documents.

ARTICLE XVII MEMBER EQUIPMENT

1. Member Electric Equipment. Except as otherwise provided by the Board, before Member Electric Equipment is installed, constructed, operated, or connected (collectively, "Connected"), the Cooperative must approve the Connection.
2. Before and while Member Equipment is Connected, the Member:
 - a. Shall comply with, and shall ensure that the Member Electric Equipment, the Connection, and any act or omission regarding the Member Electric Equipment or Connection, comply with the Governing Documents, including terms, conditions, requirements, and procedures required by the Cooperative regarding the Member Electric Equipment and the Connection;
 - b. Shall ensure that the Member Electric Equipment and the Connection do not adversely impact:
 - i. The ability of Cooperative to safely, reliably, and efficiently operate the Cooperative or Provide a Cooperative Service or
 - ii. The ability of any other entity to safely, reliably, and efficiently Provide electric energy;
 - c. Shall pay or reimburse the Cooperative for income not received or accrued from other Individuals or Entities because the Member Electric Equipment or the Connection does not comply with the Governing Documents.

3. The Member is, but the Cooperative is not, responsible for Connecting, designing, maintaining, inspecting, repairing, replacing, and removing the Member Electric Equipment;
4. The Cooperative is not liable for damage to, or the performance of, the Member Electric Equipment;
5. The Cooperative is not liable for damage to Member Property;
6. The Member is responsible for knowing the concerns, risks, and issues associated with the Member Electric Equipment and Connecting the Member Electric Equipment to Cooperative Equipment;
7. The Member is liable for damage to, and the nonperformance or diminished performance of, Cooperative Equipment caused by the Member Electric Equipment or the Connection; and

ARTICLE XVIII INTERRUPTION OF SERVICE

Without providing a Member notice or an opportunity to comment, the Cooperative may suspend, terminate, or interrupt the Provision of a Cooperative Service to the Member upon determining or discovering:

- (1) That Cooperative Equipment used to Provide the Cooperative Service has been tampered with, altered, interfered with, damaged, or impaired;
- (2) That Member Electric Equipment adversely impacts the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or Provide a Cooperative Service;
- (3) The unsafe condition of Cooperative Equipment or Member Electric Equipment; or
- (4) An imminent hazard or danger posed by Cooperative Equipment or Member Electric Equipment.
- (5) As necessary to safely, reliably, and efficiently operate the Cooperative and Provide a Cooperative Service;
- (6) In case of emergency;
- (7) For public safety reasons;
- (8) As required for system maintenance, capacity issues or as required for generation, transmission or distribution issues, including without limitation system or customer load reductions, peak interruption or curtailments required by TVA; or
- (9) As requested or ordered by TVA or government or emergency officials or representatives.

ARTICLE XIX BILLING MISTAKES

Regardless of fault or mistake by the Cooperative, and regardless of knowledge or lack of knowledge by a Member:

1. If the Cooperative incorrectly or inaccurately measures or determines the value or quantity of *electric energy* Used by the Member, then the Cooperative may measure, determine, or estimate the correct and accurate value or quantity, and
2. If the Cooperative sends the Member a bill, invoice, letter or similar document stating an incorrect or inaccurate amount owed, then the Member shall pay, the correct and accurate amount owed.
3. If the Cooperative has overcharged the Member, then it shall reimburse the member within Sixty (60) Days of determining the amount of the over charge and verifying the same. Said reimbursement may be bill credit. Likewise, if the error is relating to a substantial amount then the Cooperative may reimburse the Member over a reasonable time, not to exceed One (1) year from determination.

ARTICLE XX SERVICE TO MEMBERS

The Association may as a courtesy to Members from time to time cut trees belonging to a Member that are near, but outside of the right of way and easements of the Association. The Association is not obligated to do so, and must place its systems needs above those of the Member in providing such service. The Association shall not be liable for any damages caused by either cutting said trees, the timing or cutting said trees or for any failure or refusal to do so. On many occasions, the Association may decline to cut such trees to the extent that said trees pose a danger to persons, livestock, buildings or property. It is the Member's obligation to maintain their own property and remove any dead, dying or unwanted trees therefrom. The Association may agree to cut any such tree as referenced in this paragraph in its sole discretion, and in so doing may decline to remove the tree or any debris thereof leaving said items to be removed by the Member. The Member shall indemnify and hold harmless the Association and its employees from any harm, injury, or damage caused by such tree cutting.

The Association may from time to time, provide other service(s) to the Member relating to electric usage studies, meter testing, recommendations for Member Equipment or similar services, alone or in conjunction with TVA or other entities. The Association shall not be liable for such actions unless it acts in a grossly negligent manner. The Member shall indemnify and hold harmless the Association and its employees from any harm, injury, or damage caused by such service.

ARTICLE XXI PRIVACY AND ACCESS TO MEMBERSHIP INFORMATION

The Membership and/or customer list or information of the Association, including addresses and any associated data, is private and proprietary information of the Association. As such it belongs to the whole organization and not to any particular Member. Neither it nor portions thereof will be distributed or sold to any individual or organization for any purpose unless approved for a proper use by the Board of Directors. The individual or organization requesting access to or a copy of the Membership list must complete the Association's Request for Information Form and execute an Agreement for liability for any misuse or loss of control of the list, if the request is to be granted.

Literature or information deemed relevant and germane to the business of the Association and endorsed by the Association may be mailed to the Members by the Association, or its agents, related entities or partners. The Association may in its sole discretion forward other literature or information to its Members for any purpose so long as the same is approved by the Board of Directors. The Association retains the right to refuse and to deny to any party the effective use of the Association's Membership list or portions thereof to disseminate literature or information not approved by the Board of Directors. The Association may require the prepayment of any expenses associated with such mailing to be paid in advance of the mailing. All requests for use of the Membership list, whether directly or indirectly, require Board approval.

Qualified candidates running for the Board of Directors may be allowed to use the Membership list to distribute information to the Members regarding their candidacy in the period of time following their nomination and the deadline set for the return of the mailed ballots prior to the annual meeting and only until the conclusion of the election. At a reasonable time following mailing of the ballots, a qualified candidate for the Board of Directors who has been properly included on the ballot as a candidate for the Board of Directors may obtain at his/her costs a printed (not electronic) list of the Members with addresses in printed format by signing an Agreement for Disclosure agreeing to be bound by the rules and regulations of set by the Board of Directors and this policy. Said agreement shall at a minimum restrict the use of the information to election purposes, call for the destruction of the same following the election and provide penalties for misuse of the information.

ARTICLE XXII AMENDMENTS

These Bylaws may be altered, amended or repealed by an affirmative vote of at least two-thirds of the members of the Board of Directors at any regular or meeting, provided notice of thirty (30) days shall have been given of such meeting and said notice shall have contained a copy of the proposed alteration, amendment or repeal. Members cannot propose changes or amendments to these Bylaws. Members may repeal a portion of these Bylaws by signing a

petition to do so requiring ten percent (10%) of the Members of the Association and then a super majority vote of at least Two-Thirds of the Members of the Association by mail in ballot occurring at or in conjunction with an Annual Meeting of the Members. Otherwise, the Bylaws of the Association are strictly within the purview of the Board of Directors.

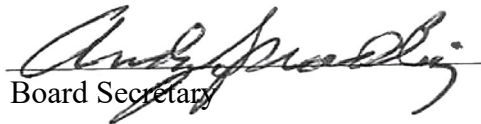
ARTICLE XXIII INTERPRETATION AND CHOICE OF LAW

1. Governing Law. These Bylaws must be governed by, and interpreted under, the laws of the State of Mississippi.
2. Titles and Headings. Titles and headings of Bylaw articles, sections, and subsections are for convenience and reference, and do not affect the interpretation, construction, or application of a Bylaw article, section, or subsection.
3. Partial Invalidity. When reasonably possible, every Bylaw article, section, subsection, paragraph, sentence, clause, or provision (collectively, "Bylaw Provision") must be interpreted in a manner by which the Bylaw Provision is valid. The invalidation of a Bylaw Provision by an Entity possessing proper jurisdiction and authority, which invalidation does not alter the fundamental rights, duties, and relationship between the Cooperative and Members, does not invalidate the remaining Bylaw Provisions.
4. Entire Agreement. Between the Cooperative and a Member, the Governing Documents, consisting of the Articles of Incorporation, these Bylaws, the Service Practice Policies, the Membership Agreement and any rules adopted by the Association, constitute the entire agreement and supersede and replace any prior or contemporaneous oral or written *or electronic* communication or representation.
5. Waiver. The failure of the Cooperative to assert a right or remedy provided in these Bylaws does not waive the right or remedy provided in these Bylaws or the Governing Documents.

6. Lack of Notice. The failure of a Member or Director to receive notice of a Meeting, action, or vote does not affect, or invalidate, an action or vote taken by the Members or Board.

Approved, at the Tombigbee Electric Power Association Headquarters office in Tupelo, Mississippi.

I certify that this is a true and correct copy of the By-Laws of Tombigbee Electric Power Association as of December 12, 2024.


Board Secretary