CERTIFICATE OF SECRETARY

I, Harry Thompson, do hereby certify that I am Secretary of United Electric Cooperative Services, Inc. ("Cooperative"), a corporation organized under the laws of the State of Texas.

A. I further certify that the following is a true, complete and correct copy of the amendment to Section 3.05 Quorum of the Bylaws of the Cooperative in accordance with Section 9.03 of the Bylaws, said amendment being duly adopted by resolutions of the Board of Directors of the Cooperative at a meeting of the Board of Directors duly and properly called and held on the 22nd day of December, 2025, at which a quorum was present, and by a vote of not less than two-thirds (⅔) of all of the Board:

AMENDMENTS TO THE BYLAWS

UNITED ELECTRIC COOPERATIVE SERVICES, INC.

ARTICLE III

MEETINGS OF MEMBERS

. . .

SECTION 3.05 Quorum. Except as otherwise provided in the Cooperative's Articles (sometimes referred to as the Cooperative's Articles of Consolidation) and subject to the provisions of Section 4.09(e) below, one~~five~~ percent (1~~5~~%) of the total number of Members of the Cooperative, present in person, represented by absentee mail ballot as submitted in accordance with these Bylaws, or, if authorized by the Board by resolution, represented by electronic ballot submitted in accordance with these Bylaws, shall constitute a quorum of the Members, provided that if less than one~~five~~ percent (1~~5~~%) of the total number of Members are present in person, represented by absentee mail ballot, or represented by electronic ballot at said meeting, a majority of the Members so present in person may adjourn the meeting to another time and date not less than forty (40) days later and to any place in one of the counties in Texas within which the Cooperative serves; provided, that the Secretary shall direct that any absent Members be notified of the time, date and place of such adjourned meeting by delivering notice thereof as provided in Section 3.03. At all meetings of the Members, whether a quorum be present or not, the Secretary shall be responsible for annexing to the meeting minutes, or incorporating therein by reference, a list of those Members who were registered as present in person, by voting by absentee mail ballot, and by voting by electronic ballot.

B. I further certify that the Board of Directors of the Cooperative has, and at the time of adoption of the foregoing amendments to the Bylaws had, full power and lawful authority to adopt the foregoing amendments.

C. I further certify that said foregoing amendments has been fully incorporated into the Bylaws of the Cooperative and that the amended Bylaws, now in full force and effect, are set forth in Exhibit "A", attached hereto.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Cooperative this 22nd day of December, 2025.

(Corporate Seal)

Harry Thompson

Harry Thompson, Secretary

"Exhibit A"

BYLAWS FOR
UNITED ELECTRIC COOPERATIVE SERVICES, INC.

ARTICLE I
MEMBERSHIP

SECTION 1.01 Membership Eligibility. Any natural person ("Person") or any firm, association, corporation, limited liability company, business trust, partnership, federal or state agency or political subdivision thereof, or any body politic ("Firm") with the capacity to enter into legally binding contracts shall be eligible to become a member of United Electric Cooperative Services, Inc. (the "Cooperative"), provided such Person or Firm, as required or allowed by Applicable Law, (1) has a dwelling, structure, apparatus, or point of delivery that is located in an area in which the Cooperative is authorized to provide electric energy ("Cooperative's Service Area"), and (2) uses, receives, or purchases or agrees to use, receive, or purchase Electric Service, as hereinafter defined, at such dwelling, structure, apparatus or point of delivery. No Person or Firm may hold more than one (1) Cooperative membership. Unless required by Applicable Law, no Cooperative membership, and no right or privilege associated with Cooperative membership, may be sold, purchased, assigned, or otherwise transferred.

SECTION 1.02 Membership Application Procedure. (A) Under the Cooperative's Membership Application Procedure: Any eligible Person or Firm seeking to become a member of the Cooperative ("applicant") must, to the satisfaction of the Cooperative and within a reasonable time of using, receiving or purchasing Electric Service, complete and submit to Cooperative (individually or by providing to the Cooperative information required by the Cooperative for the completion of such application form by Cooperative personnel as to applicant) a written application for membership on a form provided by the Cooperative for that purpose agreeing:

(1) to comply with all (i) Applicable Law, (ii) Cooperative Governance Documents and (iii) Cooperative Agreements;

(2) to pay the Cooperative (i) for all Cooperative Services used, received, or purchased by the Member at, or for, any dwelling, structure, apparatus, or point of delivery, owned, controlled, or directly occupied by the Member at prices, rates,

or amounts determined by the Board, and in a manner specified by the Cooperative; (ii) all dues, assessments, fees, deposits, contributions, or other amounts required by these Bylaws, the Board or by Applicable Law; and (iii) unless waived in writing by the Board, or waived pursuant to Board policy generally applicable to all applicants, pay the Cooperative any outstanding amounts owed the Cooperative by the applicant; and

(3) to complete any additional or supplemental document or contract required by the Board for the Cooperative Services which the applicant is seeking to use, receive, or purchase.

(B) Definitions:

1. "Applicable Law" shall include without limitation all applicable: (i) legislative, executive, administrative, and judicial statute, case law, regulation, ordinance, ruling, or order, (ii) local, state, and federal statute, case law, regulation, ordinance, ruling, or order, the National Electrical Code, the National Electrical Safety Code, and rules and regulations of the Electric Reliability Council of Texas (ERCOT), (iii) contractual provisions legally enforceable by, or against, the Cooperative, and (iv) legally binding contracts between the Cooperative and the applicant or member -- as currently exist or may later be adopted or amended.
2. "Broadband Service(s)" means internet service (including voice over internet protocol (VoIP)) Provided by the Cooperative and the facilities, supplies, equipment or services used or Provided by the Cooperative in connection with the provision of internet service but does not include Electric Service or any other Cooperative Service.
3. "Cooperative Agreements" shall include without limitation all agreements (existing and subsequent) regarding (i) the Cooperative and its operation, assets, members and patrons and (ii) the provision, use, receipt, and purchase of Cooperative Services.
4. "Cooperative Equipment" means any and all equipment, product, structure, or facility owned, furnished, or used by the Cooperative to provide, monitor, measure, or maintain any Cooperative Service.

5. "Cooperative Service" means any good or service Provided by the Cooperative, and includes Electric Service and Broadband Service (collectively, "Cooperative Services").
6. "Electric Service(s)" means electric energy generated, transmitted, distributed, sold, supplied, furnished or otherwise made available or provided ("Provided") by Cooperative, and the facilities, supplies, equipment, or services used or Provided by the Cooperative in connection with the provision of such electric energy but does not include Broadband Service or any other Cooperative Service.
7. "Governance Documents" shall include without limitation the Cooperative's Articles of Incorporation (including Articles of Consolidation), its bylaws, its service rules, regulations, rates and price schedules as further defined in the Cooperative's Tariff for Electric Service, and any policy, procedure, rule, resolution, action, or amendment adopted by the Cooperative's Board ("Board") or membership--as any of these materials currently exist or may later be adopted or amended.
8. "Member" means a Person or Firm eligible to become a member who has been admitted to membership by the Cooperative upon (1) completing the Membership Application Procedure to the Cooperative's satisfaction and (2) using, receiving, or purchasing Electric Service, whether or not the Member also uses, receives, or purchases Broadband Service or any other Cooperative Service. A Member through their patronage, furnishes patronage capital for the Cooperative and is a patron. A Person or Firm not using, receiving or purchasing Electric Service from the Cooperative shall not be a Member.
9. "Membership Application Procedure" shall include policies, programs, rules, procedures and other determinations of the Board regarding the procedures to be followed in conjunction with any Person or Firm becoming a member of the Cooperative -- as currently exist or may later be adopted or amended.
10. "Non-Member" is a Person or Firm that is not a Member, and includes a former Member.

SECTION 1.03 Automatic Membership. Unless the Board determines otherwise as provided in these Bylaws, upon completing the Membership Application Procedure to the Cooperative's satisfaction and using, receiving, or purchasing Electric Service, an applicant shall

automatically become a Member of the Cooperative effective as of the date the applicant began using, receiving, or purchasing Electric Service. The Cooperative may issue membership certificates to each Member in a manner, method, and form determined by the Board. The Board may refuse any applicant membership in the Cooperative for good cause as determined by the Board. If the Board refuses membership to any applicant, then the Cooperative shall return to the applicant any amounts paid to the Cooperative by the applicant as part of the Membership Application Procedure, other than amounts paid for using, receiving, or purchasing any Cooperative Service, any outstanding amounts previously owed the Cooperative, and any associated interest or late payment charges.

SECTION 1.04 Joint Membership. (a) Any two (2) natural persons principally residing at the same location who are married or who otherwise comprise a legally recognized relationship may apply for joint membership in the Cooperative ("joint membership") by jointly signing and executing a joint membership application. Upon written request and completion of a joint membership application, any Member may apply to convert that Member's individual membership to a joint membership with any other natural person principally residing at the same location as the Member to whom the Member is married or otherwise joined in a legally recognized relationship. Unless denied membership as provided herein and unless otherwise specified by these Bylaws, each natural person comprising a joint membership ("joint Member") has and may enjoy all the rights, benefits and privileges and is subject to all of the obligations, requirements and liabilities of being a Member. As used in these Bylaws, and unless otherwise provided in these Bylaws, membership includes any joint membership and member includes any joint Member.

(a) For each joint membership:

1. Notice of any meeting provided to either joint Member, or waiver of notice of any meeting signed by either joint Member, shall constitute notice or waiver of notice for both joint Members comprising the joint membership.

2. The presence of either joint Member at any meeting shall constitute the presence of one (1) Member at the meeting and waive notice of the meeting for both joint Members comprising the joint membership.

3. If only one (1) joint Member votes on any matter, the vote binds the joint membership and constitutes only one (1) vote. If both joint Members vote on any matter, each such vote shall constitute a one-half (1/2) vote.

4. Except upon the death of a joint Member or legal separation or divorce of joint Members or failure of joint Members to principally reside at the same location, the suspension or termination of either joint Member shall constitute the suspension or termination of both joint Members.

5. A joint Member otherwise qualified is eligible to serve as a member of the Board. If both joint Members are otherwise qualified to serve as a member of the Board, then any one (1) of the joint Members, but not both joint Members simultaneously shall be eligible to serve as a member of the Board.

(b) Upon a death, legal separation, divorce or failure to principally reside in the same location between joint Members:

1. If one (1) or more joint Members continues legally to use, receive or purchase Electric Service at the same location, then the joint membership shall convert to a membership in the name of the joint Member continuing legally to use, receive or purchase Electric Service at the same location; provided that the estate of the deceased joint Member and/or the joint Member no longer using, receiving, or purchasing Electric Service shall not be released from any debts due the Cooperative.

2. If neither joint Member continues legally to use, receive or purchase Electric Service at the same location, then the joint membership shall terminate.

SECTION 1.05 Provision of Cooperative Services. The Cooperative shall provide Cooperative Services to Members in a reasonable manner. However, the Cooperative neither guarantees nor warrants continuous or flawless provision of Cooperative Services. The Cooperative's responsibility and liability for providing Cooperative Services terminates upon delivery of any Cooperative Service to a Member or other Person or Firm acting for a Member.

SECTION 1.06 Purchase of Cooperative Services. As required or allowed by Applicable Law, each Member shall use, receive, or purchase Electric Services from the Cooperative. Each Member shall, without limitation, comply with, and abide by, the terms and provisions of the

Cooperative's Governance Documents including any determination promulgated by the Board regarding the provision of Cooperative Services to its Members.

SECTION 1.07 Interest and Late Payment Fees. As determined by the Board, Members shall pay interest, compounded periodically, and late payment fees for all amounts owed, but not timely paid, to the Cooperative. Notwithstanding the Cooperative's accounting procedures, the Cooperative may apply all amounts paid by any Member to all of the Member's accounts on a pro rata basis, or as otherwise determined by the Board.

SECTION 1.08 Maintenance of Member Location. Each Member shall maintain every dwelling or structure owned, controlled, or directly occupied by the Member, and at which the Cooperative provides any Cooperative Service.

SECTION 1.09 Member Grant of Property Rights. Upon request from and without charge to the Cooperative, each Member shall provide to the Cooperative safe and reliable access to, and use of, any portion of personal or real property owned by the Member.

Each Member requesting new or additional Cooperative Services from the Cooperative shall, upon request by the Cooperative, execute and deliver to the Cooperative such written easement, right-of-way, license, or other similar property interest in any real or personal property owned by that Member as may be required by the Cooperative in order (A) to purchase, install, construct, inspect, monitor, operate, repair, maintain, remove, or relocate any Cooperative Equipment or (B) to provide, monitor, measure, or maintain any Cooperative Service.

No Member shall tamper or interfere with, damage, or impair any Cooperative Equipment. Each Member shall protect, and shall install, implement, and maintain any protective device or procedure reasonably required by the Cooperative to protect Cooperative Equipment.

SECTION 1.10 Indemnification. As requested by the Board, each Member shall indemnify and hold harmless the Cooperative from any expenses, costs, liabilities, or damages, including reasonable attorney fees and legal expenses, incurred by the Cooperative, or by any Cooperative Director, officer, employee, agent, representative, or contractor, because of any property damage, personal injury, or death resulting from the Member's negligence or failure to comply with the Governance Documents.

ARTICLE II

SUSPENSION AND TERMINATION OF MEMBERSHIP

SECTION 2.01 General. The Cooperative may suspend Members as provided in these Bylaws and as allowed by Applicable Law.

SECTION 2.02 Suspension of Members and Suspension or Termination of Cooperative Services. After providing the Member reasonable notice and an opportunity to comment orally or in writing, the Cooperative may suspend or terminate provision of any Cooperative Services to any Member. Upon (i) determining that a Member has tampered or interfered with, damaged, or impaired any Cooperative Equipment; (ii) discovering the unsafe condition of any Cooperative Equipment; or (iii) discovering any imminent hazard or danger posed by any Cooperative Equipment, then, without providing the Member notice or an opportunity to comment, the Cooperative may suspend the Member and may suspend or terminate the provision of Cooperative Services to the Member.

SECTION 2.03 Suspension Reasons. The Cooperative may suspend a Member if the Member (i) fails to pay timely any amounts due the Cooperative; (ii) fails to comply timely with the Governance Documents; (iii) ceases using, receiving, or purchasing any Electric Service for six (6) consecutive months; (v) dies, legally dissolves, or legally ceases to exist; (vi) voluntarily requests suspension; (vii) as otherwise provided in these Bylaws or (viii) for other good cause as determined by the Board (any one or more of which is hereinafter referred to as a "Suspension Reason").

SECTION 2.04 Notice and Comment. Following the occurrence of a Suspension Reason, other than a Member's voluntary request for suspension, any Member shall be suspended, provided the Cooperative (i) provides the Member at least fifteen (15) days prior written notice of the Member's possible suspension, the underlying Suspension Reason, and that the Member has at least five (5) days from delivery of such notice to comment, orally or in writing, on the Suspension Reason. Any written suspension notice provided by mail must be mailed first-class or certified mail to the Member's most current address shown on the Membership List.

(a) Unless otherwise determined by the Board, a Member that is a partnership ("partnership-member") continuing to use, receive, or purchase a Cooperative Service is not automatically suspended upon the death of any partner, or following any other alteration in the

partnership. A partner leaving a partnership-member remains liable to the Cooperative for any amounts owed to the Cooperative by the partnership-member at the time of the partner's departure.

SECTION 2.05 Effect of Member Suspension Upon Cooperative. Upon suspension of a Member, the Cooperative's duties, obligations, and liabilities imposed by these Bylaws for the Member shall terminate and the Cooperative may cease providing any Cooperative Service to the Member.

SECTION 2.06 Effect of Member Suspension Upon Member. Upon suspension, a Member shall forfeit and relinquish all rights provided in the Governance Documents, including the right to vote at any meeting of the Members; however, a suspended Member shall remain subject to all Member obligations imposed by the Governance Documents.

SECTION 2.07 Removal of Suspension. Unless otherwise determined by the Board, a Member's suspension shall be lifted automatically upon the Member's rectifying, to the Cooperative's reasonable satisfaction the Suspension Reason. The Board may lift the suspension of any Member for good cause as determined by the Board.

SECTION 2.08 Member Termination. Except as otherwise provided by the Board, after 90 days, the membership of a suspended Member is terminated. Except as otherwise provided in these bylaws, a Member is also terminated upon (1) the Cooperative's learning of the Member's death, legal dissolution, or legal cessation of existence; or (2) the Member requesting termination. Termination of the membership of a Member shall not release the Member from any debts, liabilities, or obligations owed the Cooperative. Unless otherwise determined by the Board, the termination of the membership of a Member shall be automatically lifted and the membership reinstated upon the former Member rectifying to the Cooperative's reasonable satisfaction the Suspension Reason on which the termination was based. The Board may lift the termination of the membership of a former Member and reinstate the membership of such former Member for good cause as determined by the Board.

SECTION 2.09 Membership List. The Cooperative, shall maintain a record of current Members in a form permitting the Cooperative to alphabetically list the names and addresses of all Members.

SECTION 2.10 Member Liability. Generally, a Member is not liable for the Cooperative's acts, debts, liabilities, or obligations; however, a Member may become liable to the Cooperative as provided in these Bylaws or as otherwise agreed to by the Cooperative and the Member.

ARTICLE III

MEETINGS OF MEMBERS

SECTION 3.01 Annual Meeting. The annual meeting of the Members shall be held each year on a date and at a time during the month of October or November as may be established by the Board from time to time. The meeting shall be held at such place as may be established by the Board from time to time and that is in any county in which the Cooperative provides service. Failure to hold the annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Cooperative.

SECTION 3.02 Special Meetings. A special meeting of the Members may be called by the Board, or by petition signed by not less than ten percent (10%) of all the Members, and thereupon it shall be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 3.03. Special meetings shall be held at such location as may be determined by the Board from time to time, on such date, not sooner than forty (40) days after the call for such meeting is made or a petition therefor is filed, and beginning at such hour as shall be designated by those calling or petitioning for the same.

SECTION 3.03 Notice of Member Meetings. Written or printed notice of the place, day and hour of the meeting and, in the case of a special meeting or of an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes of the meeting shall be delivered to each Member of Record (defined below) not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary (and, in the case of a special meeting, at the direction of the person or persons calling the meeting). Any such notice delivered by mail may be included with Member service billings or as an integral part of or with the Cooperative's monthly newsletter and/or its monthly insert, if any, in the Texas Coop Power. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the

Member at his address as it appears on the records of the Cooperative, with postage thereon prepaid.

SECTION 3.04 Attendance as Waiver of Notice. The attendance in person of a Member at any meeting of the Members shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or one or more items of business, on the ground that the meeting shall not have been lawfully called or convened. Any Member attending any meeting for the purpose of making such objection shall notify the Secretary prior to or at the beginning of the meeting of his objection.

SECTION 3.05 Quorum. Except as otherwise provided in the Cooperative's Articles (sometimes referred to as the Cooperative's Articles of Consolidation) and subject to the provisions of Section 4.09(e) below, one percent (1%) of the total number of Members of the Cooperative, present in person, represented by absentee mail ballot as submitted in accordance with these Bylaws, or, if authorized by the Board by resolution, represented by electronic ballot submitted in accordance with these Bylaws, shall constitute a quorum of the Members, provided that if less than one percent (1%) of the total number of Members are present in person, represented by absentee mail ballot, or represented by electronic ballot at said meeting, a majority of the Members so present in person may adjourn the meeting to another time and date not less than forty (40) days later and to any place in one of the counties in Texas within which the Cooperative serves; provided, that the Secretary shall direct that any absent Members be notified of the time, date and place of such adjourned meeting by delivering notice thereof as provided in Section 3.03. At all meetings of the Members, whether a quorum be present or not, the Secretary shall be responsible for annexing to the meeting minutes, or incorporating therein by reference, a list of those Members who were registered as present in person, by voting by absentee mail ballot, and by voting by electronic ballot.

SECTION 3.06 Presiding Officer. The President of the Cooperative, or any officer designated by the President, may preside over the annual meeting. If, at any annual meeting of the Cooperative, any Member requests new business be taken up at said meeting, there may be a discussion of the new business; however, no matter that would require a membership vote may be taken up or voted on at an annual meeting unless advance notice in writing has been given to the Board so as to give the Board sufficient time to notify the Members of the Cooperative as

required by Section 3.03 above that such matter would be discussed and submitted to a vote of the membership at said annual meeting.

SECTION 3.07 Items on Agenda. The membership of the Cooperative may require the Board to place an item on the agenda for vote at the next annual meeting by (i) presenting to the Cooperative at least ninety (90) days prior thereto a petition signed by at least five percent (5%) of the membership or (ii) by the affirmative vote of a majority of the membership present in person at an annual meeting if at least three percent (3%) are present in person.

SECTION 3.08 Voting.

(a) Each Member shall be entitled to one (1) vote upon each matter submitted to a vote at a Member meeting. Except as otherwise provided by these Bylaws or the Cooperative's Articles of Consolidation, a Member may cast his vote in person at the meeting or by absentee mail ballot as provided in these Bylaws unless the Board determines by resolution to allow (A) voting in person at the meeting only or by absentee mail ballot only; (B) voting by electronic ballot only; or (C) voting by electronic ballot in addition to either or both in person and absentee mail ballot. In connection with any matter of business of the Cooperative, including the election of directors, the Board may specify that the vote shall be by written ballot and/or by electronic ballot.

(b) In connection with any matter of business of the Cooperative, including the election of directors, where the Members are permitted to vote by absentee mail ballot, the Board may cause written or printed ballots to be prepared and mailed to the Members of Record for their action. Ballots so mailed shall list each issue or question submitted and, if directors are to be elected, list the names of person(s) nominated for directors, and each ballot shall contain and provide a place where the Member may indicate his vote. A Member may vote by absentee mail ballot by returning the ballot by mail or in person delivery in accordance with these Bylaws. Each Member shall be instructed that for a vote by absentee mail ballot to be counted, whether transmitting the ballot by mail or delivering it in person, the ballot must be received by 5:00 p.m. seven (7) days before the date of the meeting at the location(s) designated by the Board, and if such designation is not made, at the Cooperative's principal office. If voting by absentee mail ballot, each ballot shall be signed and returned by the Member casting the ballot in such manner as

determined by the Board to preserve the integrity of the ballot. If delivering the ballot by mail, it may be transmitted by United States mail, postage prepaid, to the Election Service Provider (defined below) at such location designated by the Board. If delivering the ballot in person, it shall be delivered by the Member casting the ballot to any office of the Cooperative in a sealed envelope, and it shall be placed in the ballot box at the Cooperative office. All absentee mail ballots received by the Cooperative at least 7 days prior to the Member meeting will be transmitted by the Secretary (or his or her designee) to the Election Service Provider no later than five (5) days before the Member meeting, in such manner as determined by the Board so as to preserve the integrity of the ballot, to be validated and counted by the Election Service Provider. At any Member meeting in which a vote is to be taken by those in attendance, Members who cast their vote at the meeting shall place their signed, completed ballot in the ballot box at the location of the Member meeting prior to the time when the ballots are to be counted.

(c) In connection with any matter of business of the Cooperative, including the election of directors, where the Members are permitted to vote by electronic ballot, the Board shall cause instructions to be prepared and provided to the Members on how to access and submit an electronic ballot. Electronic ballots shall list each issue or question submitted and, if directors are to be elected, list the names of person(s) nominated for directors, and each ballot shall contain and provide a place where the Member may indicate his vote. Each Member shall be instructed that if voting by electronic ballot, the electronic ballot shall be signed or similarly authenticated by the Member and submitted through the electronic system selected by the Board for the submission of electronic ballots and be received by 5:00 p.m. seven (7) days before the date of the meeting.

SECTION 3.09 "Principal Office" Defined. As used in these Bylaws, the term "principal office" and the term "principal office of the Cooperative" shall be defined as the Cooperative's office at 3309 North Main, Cleburne, Texas 76033-5055.

SECTION 3.10 Counting Votes. The Board shall designate an independent election service provider ("Election Service Provider") for the purpose of providing election services specified in these Bylaws or as otherwise determined by the Board. The Election Service Provider will receive, validate, and count all votes transmitted by absentee mail ballot or, if authorized, by electronic ballot, prior to the meeting of Members. The Election Service Provider

(or the Board's designee) will receive, validate, and count all votes cast in person at a meeting after all in person ballots have been cast. The Election Service Provider shall certify as to the accuracy of all such counts. The results shall be announced by the Cooperative's general counsel, or such other person as designated by the Board from time to time, at the annual or special meeting, after all ballots have been cast and counted.

SECTION 3.11 Order of Business. The order of business at the annual meeting of the Members and, insofar as practicable or desirable, at all other meetings of the Members shall be determined by the Board. The Board will determine the order of business for the annual meeting at the July Board meeting each year.

SECTION 3.12 Member of Record. A "Member of Record" for purposes of determining who will receive written notice of a member meeting or an absentee ballot, is an active, current Member as of the first business day of August of each year.

ARTICLE IV
DIRECTORS

SECTION 4.01 Number and General Powers. The business and affairs of the Cooperative shall be managed by a Board of seven (7) Directors. The Board shall exercise all of the powers of the Cooperative except such as are by Applicable Law, the Cooperative's Articles of Incorporation or these Bylaws conferred upon or reserved to the Members.

SECTION 4.02 Qualifications. To be eligible to become or remain a director of the Cooperative, a Person: (i) must have the capacity to enter legally binding contracts and must be of at least legal age required in Texas to contract and conduct business; (ii) must not have been previously removed or disqualified as a director of the Cooperative; (iii) must have been a natural person Cooperative Member in good standing for the previous twelve months, and while a director must be a natural person Cooperative Member in good standing; (iv) cannot be a close relative of an incumbent director, an employee, or a close relative of an employee of the Cooperative; (v) must be receiving Electric Service(s) at his or her primary residence located within the district he or she does or would represent; (vi) while a director and during the three (3) years immediately prior to becoming a director cannot be employed by, control, serve as a director or officer of, or be financially interested in a competing enterprise, or a business selling electric energy, broadband related services, or supplies to the Cooperative; (vii) cannot hold an

elected public office in connection with which a salary is paid, unless in the Board's determination such salary is de minimus; (viii) cannot be or have been convicted of or plea or have plead guilty to (a) a felony or (b) a misdemeanor involving moral turpitude; (ix) while a director, can miss no more than two (2) regular meetings during twelve (12) month rolling period, except when such a failure to attend may be excused upon a showing of good cause as determined by the Board; (x) except as otherwise provided by the Board for good cause as determined by the Board, must receive a Credentialed Cooperative Director designation, Director's Certificate, or similar designation or certification from the National Rural Electric Cooperative Association within thirty six (36) months of becoming a director; and (xi) while a director must be in compliance with these Bylaws and all Board policies.

For purposes of these bylaws, "12 month rolling period" means any consecutive 12 month period of time, and to be "financially interested" in an enterprise or business which is publicly traded, such interest must be ownership of more than 1% of the business or enterprise. No employee will be eligible to serve as a director of the Cooperative for a period of five (5) years after termination of employment with the Cooperative. Nothing in this Section 4.02 shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board.

SECTION 4.03 "Close Relative" Defined. As used in these Bylaws, the term "close relative" shall be defined as an individual who (a) through blood, law, or marriage is a husband, wife, son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, aunt or uncle of the principal or (b) resides in the same residence (collectively "close relative"). The term is intended to be broadly construed to include adoption and step and half relationships.

SECTION 4.04 Election. At each annual meeting of the Members, directors shall be elected by secret written ballot by the Members and from among those Members who are natural persons. The election of a director from any particular Directorate District (defined below) shall be decided by a plurality of the Members voting thereon. Drawing by lot shall resolve, where necessary, any tie vote.

SECTION 4.05 Directorate Districts.

(a) The Cooperative's Service Area shall be divided into seven (7) directorate districts ("Directorate Districts").

(b) From time to time in its discretion, the Board shall review the Directorate Districts and may alter same as may be considered by the Board to be in the best interest of the Cooperative. If the Board amends the number of Directorate Districts, then it shall amend these Bylaws accordingly and may, after such amendments become effective, appoint any additional directors, if so provided for by such amendments, and may appropriately fix their respective initial terms, not to exceed three (3) years; provided that no such amendment shall become effective which would end the term of any director prior to the time the director's term would normally expire, unless the director consents thereto in writing or such director position is vacant. The Board shall cause all such amendments and the names, addresses, and initial terms of any such newly appointed additional directors to be noticed in writing to the Members by the earlier of the following:

(1) ten (10) days prior to the date on which the Committee on Nominations for the next annual Member meeting shall first convene, or

(2) ninety (90) days after the adoption of such amendment(s) by the Board.

Any such notice delivered by mail may be included with Member service billings or as an integral part of or with the Cooperative's monthly newsletter and/or its monthly insert, if any, in the Texas Coop Power. After the date of the notice of such amendments, these Bylaws shall be amended accordingly.

SECTION 4.06 Tenure. Beginning with the third annual meeting of the Cooperative, and except as otherwise provided in the Articles of Consolidation of the Cooperative, Directors shall be so nominated and elected that one director from, or with respect to, each of Districts Nos. 1 and 2 shall be elected for three-year terms at an annual Member meeting; one director from, or with respect to, each of the Districts Nos. 3, 4 and 5 shall be elected for three-year terms at the next succeeding annual Member meeting; and one director from, or with respect to, each of District Nos. 6 and 7 shall be elected for three-year terms at the next succeeding annual Member meeting, and those elected shall serve until their terms expire or until their successors shall have

been elected and shall have qualified, subject to the provisions of these Bylaws with respect to the removal of directors. In the event an incumbent Board member affirms to the Board that he or she will not seek re-election to the Board, the Board may provide to the Committee on Nominations candidate(s) for such incumbent director's Directorate District for the Committee on Nominations to consider in conjunction with the next election of a director for such Directorate District. If for any reason an election of directors shall not be held at an annual meeting of the Members duly fixed and called pursuant to these Bylaws, such election may be held at a duly called and subsequently held special meeting or at the next annual meeting of the Members. Failure of an election for a given year shall allow the incumbents whose directorship would have been voted on to hold over only until the next Member meeting at which a quorum is present.

SECTION 4.07 Nominations and Campaigning. No later than the month of March, the Board shall appoint a Committee on Nominations, consisting of a number of Members equal to the number of Directorate Districts of the Cooperative. Members of the Committee on Nominations shall not be current Cooperative employees, agents, officers, directors or known candidates for director, and shall not be close relatives (see "close relative" definition at Section 4.03 of the Bylaws) or members of the same household of such current employees, agents, officers, directors or known candidates for director. Members of the Committee on Nominations shall be selected such that each of the Cooperative's Directorate Districts shall have representation thereon. On or before May 1, the Committee shall prepare and post at the principal office of the Cooperative a list of nominations for directors to be elected, listing separately the nominee for each Directorate District. If, before the scheduled election, a nominee chosen by the Committee dies, becomes incapacitated, ceases to be qualified to be a director, or declines the nomination, the Members of the Committee on Nominations may reconvene and nominate another individual. If such a nomination of another individual follows the posting of the list of nominations, the Committee shall prepare and post at the principal office of the Cooperative a revised list of nominations for directors to be elected, listing separately the nominee for each Directorate District. Any one hundred (100) or more of the Members of the Cooperative, acting together, may make additional nominations in writing over their signatures, listing their nominee(s) in like manner, such petition for nomination to be delivered on or before July 1, to the General Manager at the Cooperative's principal office. The General Manager shall have full authority to validate such petition by verifying with the assistance of the General

Manager's designee(s) to the extent the General Manager considers appropriate, that at least one hundred (100) of the Members of the Cooperative have signed it. Once such petition has been validated, and any such nominees are qualified to stand for election, the Secretary shall post such nominations at the same place where the list of nominations made by the Committee is posted. The Secretary (or his or her designee) shall mail to the Members with the notice of the annual meeting, or separately, but at least ten (10) days prior to the date of the annual meeting, a ballot with the names of all qualified nominees for each Directorate District from which one or more directors must be elected, showing clearly those nominated by the Committee and those nominated by petition, if any. Any such ballot may be included with Member service billings or as an integral part of or with the Cooperative's monthly newsletter and/or its monthly insert, if any, in the Texas Coop Power. In campaigning or soliciting votes for election, a nominated individual shall comply with any rules, requirements, or procedures prescribed by the Board, which rules, requirements, and procedures must apply equally to all nominated individuals. The Board shall be the arbiter of any disputes regarding nomination, campaigning, and qualification of candidates for director. Additional nominations shall not be taken from the floor at the annual meeting. Notwithstanding the provisions contained in this Section, failure to comply with any of such provisions shall not affect in any manner whatsoever the validity of any action taken by the Board after the election of directors.

SECTION 4.08 Voting for Directors; Validity of Board Action. Voting in connection with the election of directors shall be conducted in accordance with section 3.08 of these Bylaws. Each Member shall be entitled to cast one (1) vote for director for each Directorate District for which a director is to be elected. Ballots marked in violation of the foregoing restriction with respect to one or more Directorate Districts shall be invalid and shall not be counted with respect to such District or Districts. Notwithstanding the provisions contained in this Section, failure to comply with any of such provisions shall not affect in any manner whatsoever the validity of any action taken by the Board after the election of directors.

SECTION 4.09 Removal of Directors by Members.

(a) Any Member may bring one or more charges against any one or more directors and may request the removal of such director(s) for cause by filing with the Secretary such charge(s) in writing together with a petition signed by not less than ten (10%) percent of the total membership of the Cooperative.

(b) The petition shall call for a special meeting of the Members for the sole purpose of hearing and acting on such charges. Each page of the petition shall state the name(s) and address(es) of the Member(s) filing such charge(s), a verbatim statement of such charge(s) and the name(s) of the director(s) against whom such charge(s) are being made. The petition shall be signed by each Member in the same name as that Member is billed by the Cooperative and shall state the signatory's address as the same appears on such billings.

(c) The Notice of any meeting so called shall state the purpose of the meeting, a verbatim statement of the charge(s), the name(s) of the director(s) so charged, and the name(s) the Member(s) filing the charge(s). Notice shall be delivered to the Members not less than ten (10) days prior to the Member meeting, at which the charges are to be considered.

(d) Directors so charged shall be fully informed in writing of the charges after they have been validly filed and at least twenty (20) days prior to the meeting of the Members at which the charge(s) are to be considered.

(e) The President of the Cooperative shall preside at any meeting called for the purpose of considering for-cause removal of one or more directors. Notwithstanding any other provisions hereof to the contrary, no action may be taken at any such meeting unless eight 8% of the Cooperative's Members are present in person at the meeting, which number shall constitute a quorum of any meeting of the Members called for the purpose of for-cause removal of a director of the Cooperative.

(f) At any such meeting at which there is a quorum, the Member(s) bringing the charge(s) shall be heard first and shall have the obligation to present evidence in support of the charges brought. Such Member(s) may call such witnesses as may be required and may be represented by counsel. Each charged director shall have the right to present evidence to refute the charge(s) brought, and may call witnesses, be heard in person or through counsel.

(g) Provided the directors not charged with removal find by a majority vote that at least some evidence has been duly presented at the meeting through oral statements, documents or otherwise in support of the charge to remove a director, the question of the removal of such director shall be considered and voted upon by the Members present at such meeting. If more than one director is charged for removal, the Member vote in regard to the removal of the director shall be taken separately for each director. Any Director charged with removal shall be

removed immediately upon the affirmative vote for removal by a majority of the Members present at the meeting.

(h) Any vacancy created by such removal shall be filled by appointment of the directors in accordance with the provisions of Section 4.11 below.

(i) For the purposes of the removal of directors, "cause" shall mean any one or more of the following: (i) an admission of guilt or a conviction of a Director by a court of competent jurisdiction for the commission of (A) a felony or (B) a misdemeanor involving moral turpitude; (ii) an act of fraud or embezzlement or material dishonesty by a Director against Cooperative; or (iii) excessive unexcused absenteeism from director's meetings not related to a disability.

SECTION 4.10 Removal of a Director by the Board. The Board shall have the authority to remove from the Board any director not meeting the requirements of Section 4.02 above ("Director Qualifications"). Charges specifying the grounds for removal of a director may be brought by the Board or brought by any two (2) or more other directors and submitted to the Board.

After being elected or appointed, if a director does not comply with the Director Qualifications, then, except as otherwise provided by the Board for good cause as determined by the Board, the Board may by two-thirds (2/3) vote of the Board at a regular or special board meeting called for such purpose, disqualify the director and the individual is no longer a director if:

(1) the Board notifies the director in writing or electronically of the basis for the Board's (or any 2 or more other directors') proposed disqualification of the director at least thirty (30) days in advance of the meeting at which such removal vote is scheduled to take place, and the director with respect to which disqualification is proposed is given an opportunity to respond or be heard in person or by counsel at such meeting, and the Board and/or the directors bringing charges against the director shall have the same opportunity; and

(2) within thirty (30) days after the Board notifies the director of the proposed disqualification, the director neither resigns, nor meets the Director Qualifications to the satisfaction of the Board.

A vacancy resulting from a director being disqualified by a two-thirds (2/3) vote of the Board shall be filled by the Board in accordance with Section 4.11 of these Bylaws.

SECTION 4.11 Vacancies. A vacancy occurring on the Board shall be filled by Board appointment, unless pursuant to Section 4.05(b) of these Bylaws the Board shall alter the Directorate Districts in a manner which eliminates the Directorate District of a director position that has been vacated. A director appointed by the Board shall serve out the unexpired term of the director whose office was originally vacated and until a successor is elected and qualified; provided, that such director shall be from the same Directorate District as was the director whose seat was vacated.

SECTION 4.12 Compensation; Expenses. Directors shall receive such compensation and benefits as may be determined by resolution of the Board from time to time.

SECTION 4.13 Accounting System and Reports. The Board shall cause to be established and maintained a complete accounting system of the Cooperative's financial operations and condition, and shall, after the close of each fiscal year, cause to be made a full, complete and independent audit of the Cooperative's accounts, books and records reflecting financial operations during, and financial condition as of the end of, such year. A full and accurate summary of such audit reports shall be submitted to the members at or prior to the succeeding annual meeting of the members. The Board may authorize special audits, complete or partial, at any time and for any specified period of time.

SECTION 4.14 Effect of Amendment. No amendment, modification or repeal of this Article IV or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Director or officer of the Cooperative to be indemnified by the Cooperative, nor the obligation of the Cooperative to indemnify any such Director or officer, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters

occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE V

MEETINGS OF DIRECTORS

SECTION 5.01 Regular Meetings. A regular meeting of the Board shall be held, without notice, immediately after the adjournment of the annual meeting of the Members, or as soon thereafter as conveniently may be, at such site as designated by the Board in advance of the annual Member meeting. A regular meeting of the Board shall also be held monthly at such date, time and place in one of the counties within the Cooperative's service area, as the Board shall provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the date, time and place thereof, except when business to be transacted thereat shall require special notice; provided, that any director absent from any meeting of the Board at which such a resolution initially determines or makes any change in the date, time or place of a regular meeting shall be entitled to receive written notice of such determination or change at least three (3) days prior to the next meeting of the Board; and provided further that, if a policy therefor is established by the Board, the President may change the date, time or place of a regular monthly meeting for good cause and upon not less than three (3) days' notice thereof to all directors.

SECTION 5.02 Special Meetings. Special meetings of the Board may be called by the President, by Board resolution, or by a majority of the directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 5.03. The Board, the President, or the directors calling the meeting shall fix the date, time and place for the meeting, which shall be held in one of the counties within the Cooperative's service area, unless all directors consent to its being held elsewhere.

SECTION 5.03 Electronic Meetings and Electronic Participation. A regular or special meeting of the Board (each a board meeting) may be conducted (a) in person or (b) with directors participating though not physically present, but deemed present through a means of communication, including telephone and video conferencing, by which all directors participating in the meeting may reasonably and verifiably identify themselves, approximately simultaneously communicate with each other during the board meeting ("electronic communication"), with such

electronic communication including the opportunity to read or hear the proceedings substantially concurrent with their occurrence, vote on matters submitted to the board members, ask questions and make comments (an "electronic meeting"); provided however that (i) an electronic meeting in lieu of the holding of a regular meeting by board members attending in person requires good cause as reasonably determined by the Board and approval by the Board, and (ii) participation electronically by a board member in a board meeting not called as an electronic meeting requires good cause as reasonably determined by the Board and approval by the Board. Though not necessarily determinative, the Board, in considering whether or not there is good cause for an electronic meeting or electronic communication participation in a board meeting, shall consider the benefits of in-person meetings and in-person communications over electronic communications and the preference for an in-person board meeting when such a format can be reasonably accomplished. A director participating by electronic communication means as permitted by this section of these bylaws shall for all purposes be deemed present in person at the meeting in which he or she is participating. Directors that are not physically present may by electronic communications deliberate and vote on the question of determining good cause for and approving an electronic meeting and on the question of determining good cause for and approving electronic communication participation in a board meeting. A board meeting may be called as an electronic meeting by the President, by Board resolution, or by a majority of the directors, subject to the requirements of this section of these Bylaws. A vote to approve an electronic meeting or a board members participation by electronic communication in any board meeting is exempt from the notice requirements herein specified, and such vote may be conducted by electronic communication. The place of any electronic meeting of the Board shall be deemed to be the principal office of the Cooperative, or, if applicable, an otherwise permitted location designated in the notice of such meeting.

SECTION 5.04 Notice of Directors Meetings. Written notice of the date, time, place (or date and time of an electronic meeting) and purpose or purposes of any special meeting of the Board and, when the business to be transacted thereat shall require such, of any regular meeting of the Board shall be delivered to each director not less than three (3) days prior thereto, either personally, by mail, or by electronic transmission (e.g. by facsimile or electronic message) by or at the direction of the Secretary or, upon a default in this duty by the Secretary, by him or those calling it in the case of a special meeting or by any director in the case of a meeting whose date, time and place have already been fixed by Board resolution. If mailed, such notice shall be

deemed to be delivered when deposited in the United States mail, addressed to the director at the director's address as it appears on the records of the Cooperative, with first class postage thereon prepaid, and postmarked at least three (3) days prior to the meeting date. If notice is transmitted by electronic means (e.g. by facsimile or electronic message) such notice shall be deemed to be given when the facsimile or electronic message is transmitted at least three (3) days prior to the meeting date to a facsimile or electronic message address provided by the director, or to which the director consents, for the purpose of receiving notice.

SECTION 5.05 Attendance as Waiver of Notice. The attendance of a director at any meeting (including attendance by electronic communication as permitted by these Bylaws) of the Board shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or of one or more items of business, on the ground that the meeting shall not have been lawfully called or convened.

SECTION 5.06 Quorum. The presence in person (including persons deemed present by participating by electronic communication as permitted by these Bylaws) of a majority of the directors shall be required for the transaction of business and the affirmative vote of a majority of the directors present shall be required for any action to be taken; provided, that a director who by Applicable Law or these Bylaws is disqualified from voting on a particular matter shall not, with respect to consideration of an action upon that matter, be counted in determining the number of directors in office or present; and provided further that, if less than a quorum be present at a meeting (including persons deemed present by participation by electronic communication as permitted by these Bylaws), a majority of the directors present (including persons deemed present by participation by electronic communication as permitted by these Bylaws) may adjourn the meeting from time to time, but shall cause the absent directors to be duly and timely notified of the date, time and place of such adjourned meeting.

ARTICLE VI

OFFICERS

SECTION 6.01 Number and Title. The officers of the Cooperative shall be a President, Vice President, Secretary and Treasurer, and such other officers as may from time to time be determined by the Board. The offices of Secretary and Treasurer may be held by the same person.

SECTION 6.02 Election and Term of Office. Each such officer shall hold office until the meeting of the Board first held after the next succeeding annual meeting of the Members or until the officer's successor shall have been duly elected and shall have qualified, subject to the provisions of the Bylaws with respect to the removal of officers by the Board. Any other officers may be elected by the Board from among such persons, and with such title, tenure, responsibilities and authorities, as the Board may from time to time deem advisable.

SECTION 6.03 Removal. Any officer, agent or employee elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Cooperative would be served thereby.

SECTION 6.04 Vacancies. A vacancy in any office elected or appointed by the Board shall be filled by the Board for the unexpired portion of the term.

SECTION 6.05 Duties of Officers. The officers of the Cooperative shall have such duties as may be prescribed by the Board from time to time and shall have such authority as the Board may from time to time grant by resolution.

SECTION 6.06 General Manager. The Board may appoint a General Manager, who may be, but who shall not be required to be, a Member of the Cooperative, and who also shall be designated Chief Executive Officer. Such officer shall perform such duties as the Board may prescribe from time to time and shall have such authority as the Board may from time to time grant by resolution.

SECTION 6.07 Bonds. The Board shall require the Treasurer and any other officer, agent or employee of the Cooperative charged with responsibility for the custody of any of its funds or property to give bond or have insurance coverage in such sum and with such surety as the Board shall determine. In its discretion, the Board may require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine. The costs of all such bonds or insurance shall be borne by the Cooperative.

SECTION 6.08 Compensation. The compensation, if any, of any officer of the Board shall be determined by the Board.

SECTION 6.09 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 and showing the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.01 Contracts. Except as otherwise provided by Applicable Law or these Bylaws, the Board may authorize any Cooperative officer, agent or employee 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 7.02 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 or countersigned or imprinted thereon by facsimile by such officer, agent or employee of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board.

SECTION 7.03 Deposits; Investments. All funds of the Cooperative shall be deposited or invested from time to time to the credit of the Cooperative in such bank or banks or in such financial securities or institutions as the Board may select.

ARTICLE VIII

NON-PROFIT OPERATION

SECTION 8.01 Nonprofit and Cooperative Operation. The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its Members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its Members.

SECTION 8.02 Patronage Capital in Connection with Furnishing Electric Energy With and Without Other Cooperative Services. In the furnishing of Cooperative Services to Members, the Cooperative's operations shall be so conducted that all Members will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative shall be obligated to account on a patronage basis to its Members for all amounts received and receivable from the furnishing of

Cooperative Services in excess of operating costs and expenses properly chargeable against the furnishing of such Cooperative Services. All such amounts in excess of operating costs and expenses are, at the moment of receipt by the Cooperative, received with the understanding that they are furnished by the Members as capital. The Cooperative may establish separate accounts for Members for separate types of Cooperative Services provided to that Member. The Cooperative is obligated to allocate credits to a capital account, or, if applicable, capital accounts for each Member all such amounts in excess of operating costs and expenses. As reasonable and fair, the Cooperative may allocate capital credits to classes of similarly situated Members under different manners, methods, and timing, provided the Cooperative allocates capital credits to similarly situated Members under the same manner, method, and timing. The books and records of the Cooperative shall be set up and kept in such a manner that within a reasonable time after the close of each fiscal year the amount of capital, if any, so furnished by each Member is clearly reflected and credited in an appropriate record to the capital account, or, if applicable, capital accounts of each Member, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each Member of the amount of capital so credited to that Member's account(s); provided, that individual notices of such amounts furnished by each Member shall not be required if the Cooperative notifies all Members of the aggregate amount of such excess and provides a clear explanation of how each Member may compute and determine the specific amount of capital so credited to such Member. All such amounts credited to the capital account, or, if applicable, capital accounts of any Member shall have the same status as though they had been paid to the Member in cash in pursuance of a legal obligation to do so and the Member had then furnished the Cooperative corresponding amounts for capital.

SECTION 8.03 Non-Member. The Cooperative has no obligation to allocate capital credits to a Non-Member. Broadband Service or other Cooperative Services furnished to a Non-Member, unless otherwise determined by the Board, is provided on a non-patronage, taxable basis and the Cooperative shall not allocate capital credits to a capital account for Non-Members. A Non-Member has none of the rights granted by the Governing Documents to Members.

SECTION 8.04 Assignment of Capital Accounts. Capital credited to the account or accounts of each Member or former Member shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or part of such Member's or former Member's premises served

by the Cooperative unless the Board, acting under policies of general application, shall determine otherwise.

SECTION 8.05 Articles and Bylaws Deemed Contractual. The Members 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 Member, and both the Cooperative and the Members are bound by such contract, as fully as though each Member had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the Bylaws shall be called to the attention of each Member of the Cooperative by posting in a conspicuous place in the Cooperative's principal office and by posting on the Cooperative's website.

SECTION 8.06 Patronage Allocation From Other Revenues. Other revenues received by the Cooperative, including revenues as a result of investments through the use of subsidiaries and affiliates, may be allocated at the discretion of the Board, from time-to-time in an equitable manner. Such revenues may be allocated in whole or in part to a capital fund of the Cooperative or may be allocated to a class or classes of similarly situated Members as provided in Section 8.02 of these Bylaws.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01 Waiver of Notice. Any Member or director may waive, in writing, any notice of meetings required to be given by these Bylaws or any notice that may otherwise be legally required, either before or after such notice is required to be given.

SECTION 9.02 Fiscal Year. The Cooperatives fiscal year shall begin on the first day of the month of January of each year and end on the last day of the month of December following.

SECTION 9.03 Amendment of Bylaws. These Bylaws may be altered, amended or repealed by not less than the affirmative vote of two-thirds (2/3) of all the Board at any regular or special Board meeting. The notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal or an accurate summary explanation thereof.

SECTION 9.04 Interpretation. When the context so requires in these Bylaws, words of one gender include one or more other genders, singular words include the plural, and plural

words include the singular. Use of the word "include" or "including" is intended as an introduction to illustrative matters and not as a limitation.

SECTION 9.05 Robert's Rules of Order. Any dispute arising over the proper procedure for conducting any regular or special meeting of the members of the Board shall be resolved in accordance with the current edition of *Robert's Rules of Order*, provided the applicable portion of such Rules of Order are not inconsistent with any provision of the Governance Documents.

SECTION 9.06 Indemnification of Officers and Directors.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any pending, threatened, or completed civil, criminal administrative, or arbitration action, suit, or proceeding, or any appeal therein or any inquiry or investigation which could lead to such action, suit, or proceeding (a "proceeding"), by reason of his being or having been a director or officer of the Cooperative or of any constituent corporation absorbed by the Cooperative in a consolidation or merger or by reason of his being or having been a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or non-profit corporation, partnership, joint venture, trust, employment benefit plan, or other enterprise, serving as such at the request of the Cooperative or of any such constituent corporation, or the legal representative of any such director or officer, shall be indemnified and held harmless by the Cooperative to the fullest extent permitted by law, including without limitation by Section 161.078 of the Texas Electric Cooperative Corporation Act, and Article 1396-2.22A of the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Cooperative to provide broader indemnification rights than said provisions permitted prior to such amendment), from and against all judgments, penalties, fines, liabilities, amounts paid in settlement, and reasonable expenses, including attorney's fees, incurred or suffered in connection with any such proceeding; provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement for reimbursement. Such indemnification shall continue as to a person who has ceased to be a director or officer and shall

inure to the benefit of his heirs, executor, administrators, and assigns. The right to indemnification conferred in this Section 9.06 shall be a contract right and shall include the right to be paid by the Cooperative the expenses incurred in connection with any proceeding in advance of the final disposition of such proceeding as authorized by the Board; provided, however, that if the Texas Non-Profit Corporation Act or Electric Cooperative Corporation Act so requires, the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon receipt by the Cooperative of an undertaking, by or on behalf of such director or officer to repay all amounts so advanced unless it shall ultimately be determined that such person is entitled to be indemnified under this Section 9.06 or otherwise.

(b) Non-Exclusivity of Rights. The right to indemnification and advance of expenses provided by or granted pursuant to this Section 9.06 shall not exclude or be exclusive of any other rights to which any person may be entitled under the Governance Documents, any agreement, vote of members, or otherwise; provided, however, that no indemnification shall be made to or on behalf of such person if a judgment or other final adjudication adverse to such person establishes that such person has not met the applicable standard of conduct required to be met under the Texas Non-Profit Corporation Act or Electric Cooperative Corporation Act, as applicable.

(c) Power to Purchase Insurance. The Cooperative shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Cooperative or any constituent corporation, or is or was serving at the request of the Cooperative as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Cooperative would have the power to indemnify him or her against such liability under the provisions of this Section 9.06.

Adopted Bylaws of United Electric Cooperative Services, Inc., most recently amended December 22, 2025.

(Corporate Seal)

Certified December 22, 2025, by:

Harry Thompson

Harry Thompson, Secretary