

# **ARTICLES OF INCORPORATION**

## **EAST-CENTRAL IOWA RURAL ELECTRIC COOPERATIVE**

Incorporated October 1, 1995

Revised: June 21, 2018

### **ARTICLE I. CORPORATE IDENTITY**

The name of the Cooperative is East-Central Iowa Rural Electric Cooperative.

The principal office of the Cooperative is located in Urbana, Benton County, Iowa.

East-Central Iowa Rural Electric Cooperative is organized under the provisions of Chapter 499 of the Code of Iowa (1993).

### **ARTICLE II. PURPOSES**

The purposes for which the Cooperative is formed are:

- (a) To generate, manufacture, purchase, acquire, and accumulate electric energy for its members and to transmit, distribute, furnish, sell, and dispose of such electric energy to its members only, and to construct, erect, purchase, lease as lessee, and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange, and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and electric transmission and distribution lines or systems necessary, convenient, or useful for carrying out and accomplishing any or all of the foregoing purposes;
- (b) To acquire, own, hold, use, exercise, and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate, and in any manner dispose of franchises, rights, privileges, licenses, rights of way and easements necessary, useful, or appropriate to accomplish any or all of the purposes of the Cooperative;
- (c) To purchase, receive, lease as lessee, or in any other manner acquire, own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge, or otherwise dispose of any and all real and personal property, or any interest therein, deemed necessary, useful, or appropriate to enable the Cooperative to accomplish any or all of its purposes;
- (d) To assist its members to wire their premises and install therein electrical and plumbing appliances, fixtures, machinery, supplies, apparatus, and equipment of any and all kinds and character (including without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and, in connection therewith and for such purposes, to purchase, acquire, lease, sell, distribute, install, and repair electrical and plumbing appliances, fixtures, machinery, supplies, apparatus, and equipment of any and all kinds and character (including without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and to receive, acquire, endorse, pledge, guarantee, hypothecate, transfer, or otherwise dispose of notes and other evidences of indebtedness and all security therefor;
- (e) To borrow money, to make and issue bonds, notes, and other evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any other objects

or purposes of the Cooperative; to secure the payment of such bonds, notes, or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges, or permits of the Cooperative, wherever situated, acquired, or to be acquired;

(f) To become a member of any federated cooperative association whose membership is restricted to incorporated cooperative associations; and,

(g) To construct, erect, purchase, lease as lessee, and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and communication, telecommunications, engineering, computer, master billings, centralized printing, land and industrial development, group purchasing, inventory control, telephone, water supply, waste management, television and/or transmission and distribution lines or systems, as may be necessary, convenient, or useful to carry out and accomplish any or all of the foregoing purposes. The Cooperative may do and perform any and all acts and things, and have and exercise any and all powers, as may be necessary, convenient, or useful to carry out and accomplish any or all of the foregoing purposes as set forth in this Article and in this section, or as may be permitted by the provisions of the law under which the Cooperative is formed; and to exercise any of its power anywhere.

### **ARTICLE III. CORPORATE DURATION**

The corporate life of this Cooperative shall begin October 1, 1995, and shall be perpetual, unless changed by an amendment to these Articles of Incorporation or terminated by dissolution.

### **ARTICLE IV. NONPROFIT OPERATION**

This corporation shall be operated on a nonprofit basis as a cooperative, and the value of the business done with nonmembers shall not exceed that done with members.

### **ARTICLE V. MEMBERS**

Section 1. Any individual for himself, or herself, and any person as the accredited agent and representative acting on behalf of any firm, association, corporation, partnership, or other organization, may become a member in this Cooperative by (a) applying for a membership certificate in the Cooperative, (b) agreeing to take, receive, and pay for electric utility service furnished by the Cooperative as hereinafter in Section 3 of this Article specified, and (c) agreeing to comply with and to be bound by these Articles of Incorporation, the Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Board of Directors of the Cooperative; provided, however, that no individual, except an individual accepted for membership by the members at any meetings hereof or becoming a member by virtue of the consolidation which created East-Central Iowa Rural Electric Cooperative, shall become a member of the Cooperative unless and until accepted for membership by the affirmative vote of not less than a majority of the Board of Directors. Applications for membership may be rejected for just cause.

Section 2. The Cooperative shall have no capital stock, but membership in the Cooperative shall be evidenced by a membership certificate. Membership in the Cooperative shall not be transferable.

Section 3. Each member of the Cooperative shall, as soon as electric energy shall be available,

purchase from the Cooperative monthly not less than the minimum amount of electric energy which shall, from time to time, be determined by resolution of the Board of Directors of the Cooperative and shall pay therefor and for all additional electric energy used by such member, the price which shall, from time to time, be fixed therefor by resolution of the Board of Directors. Each member shall also pay all obligations which may, from time to time, become due and payable by such member to the Cooperative as and when the same shall become due and payable. Each member shall comply with such rules and regulations as may, from time to time, be adopted by the Board of Directors.

Section 4. The private property of the members of the Cooperative shall be exempt from execution for the debts of the Cooperative and no member shall be individually responsible for any debts or liabilities of the Cooperative.

Section 5. No member of the Cooperative may own more than one membership and each member holding a membership certificate shall be entitled to one vote and no more at all meetings of the members of the Cooperative. Individuals that hold a joint membership together shall be jointly entitled to one vote and no more upon each matter submitted to a vote at a meeting of the members. The vote of each member of the Cooperative shall be cast in person and not by proxy, provided, that an absent member may cast his written vote upon any proposition of which he has been previously notified in writing, and of which a copy accompanies his vote.

Section 6. The Board of Directors of the Cooperative may, by the affirmative vote of not less than two-thirds of the members of the Board of Directors, expel any member of the Cooperative, who shall have willfully violated or refused to comply with any of the provisions of these Articles of Incorporation or the Bylaws of the Cooperative, or any rules or regulations promulgated by the Board of Directors, or who shall have ceased to be eligible to membership in the Cooperative, or who shall have failed to pay any debt or obligation to the Cooperative when the same shall have become due and payable.

Section 7. Transfer and Termination of Membership.

(a) Membership in the Cooperative and a certificate representing the same shall not be transferable, except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion, or withdrawal of a member the membership of such member shall thereupon terminate, and the certificate of membership of such member shall be surrendered forthwith to the Cooperative. In the case of termination of the membership due to voluntary cessation of utilizing the Cooperative's services, a member shall not be entitled to repayment of the membership fee. In cases of expulsion of a member, the Cooperative shall pay the member an amount equal to the membership fee paid by him, within sixty (60) days after such expulsion. In cases of the death of a member, payment of such value shall be made to the personal representative of such deceased member within two (2) years after the member's death. In case of ineligibility, payment of such value shall be made to the member who has become ineligible within two (2) years after the date of ineligibility. Interest shall not, in any case, be paid upon the value of the membership. Any termination of membership for any reason shall not release the member from the debts or liabilities of such member to the Cooperative.

(b) A membership may be transferred by a member to himself or herself and his or her spouse or other individual(s) with whom the member shares or co-owns a premise, as the case may be, jointly upon the written request of such member and compliance by such individuals jointly with the provisions of subdivisions (b) and (c) of Section 1 of this Article. Such transfer shall be made and recorded on the books of the Cooperative and such joint membership noted on the original certificate representing the membership so transferred.

(c) When a membership is held jointly, upon the death of one of the joint members, such membership shall be deemed to be held solely by the surviving joint member(s) with the same effect as though such membership had been originally issued solely to the survivor(s), and the joint membership certificate may be surrendered by the survivor(s) and upon the recording of such death on the books of the Cooperative, the certificate may be reissued to, and in the name of such survivor(s); provided, however, that the estate of the deceased shall not be released from any membership debts or liabilities to the Cooperative.

(d) Upon the legal separation or divorce of the holders of a joint membership, the termination of the co-ownership, or the co-habitation, such membership shall continue to be held solely by the one(s) who continues to occupy, own, or use the premises covered by such membership in the same manner and to the same effect as though such membership had never been joint with the individual that no longer is an occupant or owner, provided, that said person shall not be released from any debts or liabilities of the joint membership. Any patronage dividends issued after such divorce, separation or termination of the joint membership for the period of the joint membership shall be payable to all holders of the joint membership unless otherwise agreed in writing by all persons who were parties to the joint membership or otherwise established by court order.

Section 8. Any member of the Cooperative may withdraw from membership upon payment in full of all debts and obligations to the Cooperative, and upon compliance with and performance of all contracts with the Cooperative. Upon such withdrawal, the member so withdrawing shall be entitled to receive, and the Cooperative shall pay to him, the value of his membership as shown by the books on the date of such withdrawal, but not more than the original issuing price of said membership.

## **ARTICLE VI. MEMBER MEETINGS**

Section 1. The first regular Annual Meeting of members of the Cooperative shall be held in 1996 on a date to be determined by the Board of Directors. Thereafter, Annual Meetings of members of the Cooperative shall be held at such times and locations as shall be determined by the Board of Directors.

Section 2. The Directors may call special meetings of members and shall do so upon written demand of at least twenty percent (20%) of the members.

## **ARTICLE VII. BOARD OF DIRECTORS**

Section 1. The business and affairs of the Cooperative shall be managed by a Board of Directors initially consisting of the sixteen (16) individuals listed in the Plan of Consolidation for East-Central Iowa Rural Electric Cooperative. The number of directors will eventually be reduced to fourteen (14) with said reduction to occur through retirement, resignation, and ineligibility, or in any manner determined by the Board of Directors to be in the best interest of the consolidated cooperative and in accordance with the Plan of Consolidation for East-Central Iowa Rural Electric Cooperative and these Articles of Incorporation.

Following the Annual Meeting held in the year 2001, the size of the Board of Directors shall be reduced from fourteen (14) Directors to ten (10) Directors, with five (5) directors elected from District I and five (5) directors elected from District II. The reduction may occur through resignations, retirement, or such other means as deemed appropriate to the Board of Directors. The reduction shall be coordinated so as to provide for the elimination of two director positions within each of the existing two geographic districts; however, the downsizing of each district need not occur simultaneously.

Following the Annual Meeting of members to be held in the year 2018, and prior to the Annual Meeting of members to be held in the year 2019, the size of the Board of Directors shall be reduced from ten (10) Directors to eight (8) Directors. The reduction will occur through resignations, retirement, or such other means as deemed appropriate to the Board of Directors. The reduction shall be coordinated so as to provide for the elimination of two (2) director positions prior to or concurrent with the Annual meeting of members to be held in 2019, and the service area of the Cooperative shall be divided into eight (8) districts by the Board of Directors, with each of the eight (8) remaining Directors being assigned to the district within which they reside.

Section 2. Commencing with the Annual Meeting of members to be held in 2019, election of directors shall be by such districts, with one (1) Director representing each district. Directors must reside within the district they are elected to represent. The geographic area of each district shall be as set forth by the Board of Directors, and revised as necessary by the Board of Directors in order to maintain an approximately equal number of members in each District. The district boundaries shall be described in the Bylaws of the Cooperative and shown on a map of the cooperative service area, with such descriptions and maps maintained at all offices of the Cooperative and kept available to members.

Candidates for election to the Board of Directors shall be nominated by a Nominating Committee, which Committee shall be appointed by the Board of Directors. Said Nominating Committee members so elected shall nominate candidates from the districts in which they reside for election to the Board of Directors at the Annual Meeting of members following the meeting at which said Nominating Committee members are elected.

Thirty-five (35) or more of the members may make other nominations in writing over their signatures not less than one hundred (100) days prior to the meeting which directors are to be elected, and the Secretary shall post the same at the same place where the list of nominations by the Committee is posted; such nominations so made by such members to be subject to the same district and residence requirements as nominations by the Nominating Committee heretofore prescribed.

The election of the directors shall be by ballot, and each voting member shall be entitled to cast one ballot for each director to be elected. Members may vote by mail-in ballot or such other electronic means as may be approved by the Board of Directors, to the extent that the same is consistent with the Bylaws of the Cooperative. The election of directors shall be subject to ratification by a majority of all members present at the Annual Meeting of members, and directors elected shall qualify and take office immediately following the Annual Meeting of Members.

Section 3. For purposes of nominating, electing, and filling vacancies to the Board of Directors, and to be eligible to remain a director, the following eligibility requirements shall apply: the individual (1) must be a bona fide resident of the district for which he or she is nominated, (2) must hold membership in the Cooperative, (3) must be receiving electric service from the Cooperative at the location where he or she resides, (4) must not be in any way employed by or extensively financially interested in a competing enterprise or business selling electric energy or electrical supplies to the Cooperative, or a business primarily engaged in selling electrical or plumbing appliances, fixtures, or supplies to the members of the Cooperative, (5) must not be so closely related to any employee so as to violate the Cooperative's nepotism policy, and (6) in the case of a joint membership, any of the joint members, but not more than one may serve as a director at any given time, and all joint members must meet all of the other qualifications set forth above. Any questions regarding qualifications or eligibility of directors or director nominees shall be decided by the Board of Directors, and no sitting director shall participate in any vote of directors regarding his or her qualifications or eligibility to serve as a director. Notwithstanding the eligibility requirements set forth above, nothing in this Section shall, or shall be construed to, affect in any matter whatsoever the validity of any action taken at any meeting of the Board

of Directors.

Section 4. Beginning with the Annual Meeting to be held in 2019, a number of directors equal to the number of directors whose terms expire shall be elected to a term of three (3) years, or until their successors are elected and qualified. The term for a particular directorship at a particular election can be set by the Board of Directors for a term of less than three (3) years if deemed necessary to balance the number of directors to be elected at each Annual Meeting of members.

Subject to the provisions of Section 5 of this Article, vacancies on the Board of Directors which occur after the Annual Meeting of members to be held in 2018 may be filled by a majority vote of the remaining directors. The director so elected shall serve the remainder of the term of the director whose departure created the vacancy. Such vacancy shall only be required to be filled if the number of remaining Directors will be less than eight (8) or a district shall otherwise be unrepresented.

Section 5. At any regular meeting of members, or any meeting called for that purpose, where proper notice to all members has been given, any officer or director may be removed by vote of a majority of all voting members of the Cooperative. Any vacancy in the Board of Directors for reason of removal or any other reason shall be filled by the Board of Directors at a subsequent meeting of the Board of Directors in the manner and for the term specified in Section 4 of this Article VII. The director so chosen shall hold office until the expiration of the term and until his successor shall have been elected and qualified.

Section 6. Any member may bring charges against a director by filing them in writing with the Secretary of the Cooperative, together with a petition signed by ten percent (10%) of the members, requesting the removal of the director in question. The removal shall be voted upon at the next regular meeting or special meeting of the members, and the director may be removed by a vote of a majority of all voting members of the Cooperative. The director against whom such charges have been brought shall be informed in writing of the charges prior to the meeting and shall have an opportunity at the meeting to be heard, in person or by counsel, and to present witnesses; and the person or persons bringing the charges against him shall have the same opportunity.

## **ARTICLE VIII. DISPOSITION OF EARNINGS**

Section 1. No dividends or interest shall be paid upon issuing price of membership in this Cooperative. The directors shall annually dispose of the earnings of the Cooperative in excess of its operating expenses as follows:

(a) To provide a reasonable reserve for depreciation, obsolescence, bad debts, or contingent losses or expenses.

(b) At least ten percent (10%) of the remaining earnings must be added to surplus until surplus equals either thirty percent (30%) of the total of all capital paid in for stock or memberships, plus all unpaid patronage dividends, plus certificates of indebtedness payable upon liquidation, earnings from nonmember business, and earnings arising from the earnings from other cooperative organizations of which the Cooperative is a member, or one thousand dollars (\$1,000.00), whichever is greater. No additions shall be made to surplus when it exceeds either fifty percent (50%) of the total or one thousand dollars (\$1,000.00), whichever is greater without the approval of the membership by a majority of votes cast.

(c) Not less than one percent nor more than five percent of earnings in excess of reserves may be placed in an educational fund, to be used as the directors deem suitable for teaching or

promoting cooperation.

(d) All remaining net earnings shall be allocated to a revolving fund and shall be credited to the account of each member ratably in proportion to the business he has done with the Cooperative during each year. Such credits are herein referred to as “deferred patronage dividends.”

(e) The directors shall determine the percentage or the amount of said allocation that currently shall be paid in cash, provided that so long as there are unpaid deferred patronage dividends for prior years, the amount currently payable in cash shall not exceed twenty percent (20%) of said allocation. All said remaining allocation not so paid in cash shall be transferred to a revolving fund and credited to said members.

Section 2. The members may, at any meeting, control the amount to be allocated to the surplus or educational fund within the limits specified in Section 1 of this Article VIII.

Section 3. The directors may use the revolving fund to pay the obligations or add to the capital of the Cooperative. In such event, the deferred patronage dividends credited to members shall constitute a charge upon the revolving fund and future additions thereto, and on the corporate assets subordinate to creditors then or thereafter existing. The directors may pay deferred patronage dividends of deceased natural persons who were members, and may pay all other deferred patronage dividends without reference to priority.

Section 4. The Cooperative may issue certificates for deferred patronage dividends, which certificates may be transferable or non-transferable as the Board of Directors may from time to time determine.

Section 5. Credits or certificates referred to in Sections 3 and 4 of this Article VIII shall not mature until the dissolution or liquidation of the Cooperative, but shall be callable by the Cooperative at any time in the order of priority specified in Section 3 of this Article VIII.

## **ARTICLE IX. DISPOSITION OF COOPERATIVE ASSETS**

Section 1. The Cooperative may not sell, lease, or otherwise dispose of any of its property other than:

(a) property which, in the judgment of the Board of Directors is, or will be, neither necessary nor useful in operating and maintaining the Cooperative’s system; provided, however, that sales of such property shall not in any one year exceed ten percent (10%) in value of the value of all of the property of the Cooperative;

(b) services of all kinds, including electric energy;

(c) personal property acquired for resale; and

(d) merchandise;

unless such sale, lease, or other disposition is authorized by a majority vote of the members at a meeting thereof and the notice of such proposed sale, lease, or other disposition shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors, without the consent or vote of the members of the Cooperative or any part thereof, shall have

full power and authority to borrow money from the United States of America, the National Rural Utility Cooperative Finance Corporation, or any other agency of the United States of America, or any other lender, and to authorize the making and issuance of bonds, notes, or other evidences of indebtedness, secured or unsecured, for money so borrowed and to secure the payment of such bonds, notes, or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon or the pledge of or other lien upon all or any of the property, assets, rights, privileges, and permits of the Cooperative wherever situated, acquired, or to be acquired, upon such terms and conditions as the Board of Directors shall determine.

Section 2. A sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the Cooperative, with or without the goodwill, if not made in the usual and regular course of business, may be made upon terms and conditions and for such consideration which may consist in whole or in part of money or property, real or personal, including shares of any other cooperative association organized under the statutes of the State of Iowa, as long as such sale, lease, exchange, or other disposition is authorized in the following manner:

(a) The Board of Directors of the Cooperative shall adopt a resolution recommending the sale, lease, exchange, or other disposition and directing the submission thereof to a vote at a meeting of the membership, which may be either an annual meeting or special meeting.

(b) Written or printed notice of the proposal shall be given to each member of record entitled to vote at the meeting within the time and in the manner provided by the Bylaws for the giving of notice of meetings of members and whether the meeting be an annual meeting or special meeting, shall state that the purpose, or one of the purposes of the meeting is to consider the proposed sale, lease, exchange, or other disposition of substantially all of the property and assets of the Cooperative.

(c) At the meeting, the membership may authorize the sale, lease, exchange, or other disposition and may fix, or may authorize the Board of Directors to fix, any and all of the terms and conditions thereof and the consideration to be received by the Cooperative. Such authorization shall be approved if two-thirds of the members vote affirmatively on a ballot on which a majority of all voting members of the Cooperative participate.

(d) After the authorization by the vote of members, the Board of Directors of the Cooperative may nevertheless in its discretion abandon the sale, lease, exchange, or other disposition of assets, subject to the rights of third parties under any contracts relating thereto without further action or approval by the members.

## **ARTICLE X. PAYMENTS UPON DISSOLUTION**

The Cooperative may be dissolved by a two-thirds vote of all votes cast at any meeting of members called for that purpose at which a majority of all voting members vote.

Upon dissolution or liquidation, the assets of the Cooperative shall be applied first to pay liquidation expenses, and next to pay obligations of the Cooperative other than patronage dividends or certificates issued therefor. The remainder of such assets shall be distributed in the following manner and order of priority:

(a) payment of any deferred patronage dividends or certificates issued therefor, and if the assets are insufficient to pay all such patronage dividends or certificates issued therefor, they shall be prorated to the payment of all such deferred patronage dividends or certificates issued therefor;



(b) payment to members of the membership fee paid by them; and

(c) the remaining assets shall be distributed among the members in proportion to their deferred patronage dividends.

#### **ARTICLE XI. MERGER OR CONSOLIDATION**

The merger or consolidation of the Cooperative with any other cooperative association shall first require a plan of merger or consolidation to be approved by a majority vote of the Directors. Thereafter, the plan of merger or consolidation shall be approved if two-thirds of the members vote affirmatively on a ballot in which a majority of all voting members participate. Any such merger or consolidation with another cooperative association shall be governed by all other requirements set forth in Sections 499.61 through 499.71 of the 2003 Code of Iowa, as may be amended.

#### **ARTICLE XII. LIMITATION OF LIABILITY AND INDEMNITY**

Except as otherwise provided by Iowa law, a director, officer, employee, or member of the Cooperative is not liable on the debts or obligations of the Cooperative, and a director, officer, member, or other volunteer is not personally liable in that capacity for a claim based upon an act or omission of the person's duties, except for a breach of duty of loyalty to the Cooperative for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit.

The Cooperative may indemnify any present or former director, officer, employee, member, or volunteer in the manner and in the instances authorized in Section 499.59A of the Code of Iowa (1993) as may be amended.

#### **ARTICLE XIII. DISPUTE RESOLUTION**

The Cooperative shall attempt to resolve any claim or dispute which may arise between the Cooperative and a member, former member, or customer who has received electric service in a good faith manner. In resolving such disputes, the Cooperative shall give consideration to: (1) applicable laws; (2) rules and regulations imposed by state and federal agencies; (3) these Articles of Incorporation; (4) the Cooperative's bylaws, policies, practices, plans, and procedures; (5) industry standards; and (6) the individual facts and circumstances regarding the claim or dispute.

If a member, former member, or customer who has received electric service is not satisfied with the Cooperative's resolution of the claim or dispute, all matters subject to the jurisdiction of the Iowa Utilities Board shall be resolved by the Iowa Utilities Board or, if and when appropriate, the applicable regulatory body with jurisdiction over the Cooperative and the matter.

All other claims and disputes shall, at the request of either the Cooperative or the member, former member, or customer who has received electric service, first be submitted to mediation conducted by an impartial mediator agreed to by the parties. In the event the claim or dispute is not resolved through mediation, then such claims and disputes shall, at the request of either the Cooperative or the member, former member, or customer who has received electric service, be submitted to binding arbitration to be conducted in accordance with the policies adopted by the Board of Directors of the Cooperative. In absence of such policies, or in the event such policies are incomplete, the provisions of Iowa Code 679A (Arbitration), as it may be amended from time to time, shall apply to the extent it is not inconsistent with

the policies adopted by the Cooperative.

Notwithstanding the foregoing, the Cooperative reserves the right to pursue collection of a debt owed by any member, former member, or customer who has received electric service through other means, including but not limited to use of a collection agency, small claims court, and other applicable courts. Further, any claim where the amount in controversy is less than the small claims jurisdictional amount may be resolved without utilizing the alternate dispute resolution procedures set forth in this Article.

Every member, by becoming or continuing to be a member, agrees to the foregoing, and agrees to be bound by the Bylaws of the Cooperative. The Bylaws and these Articles of Incorporation constitute an agreement between the Cooperative and the members.

#### **ARTICLE XIV. AMENDMENTS**

Amendments to these Articles of Incorporation shall require the vote of two-thirds of the members present, or represented by mail ballots, and having voting privileges, at any annual meeting or any special meeting called for that purpose.