

Member Certificate

A Corporation Organized Under the Laws
of the State of South Carolina

This certificate and the membership evidenced hereby are not transferable except as provided in the bylaws of the Cooperative, and such membership may be terminated as provided in said bylaws. Upon termination of the membership represented by this certificate, by death, cessation of existence, expulsion or withdrawal, this certificate shall be surrendered to the Cooperative. Each member of the Cooperative, or in the case of a joint membership, the holders thereof jointly, or either of them, but not both, shall be entitled to one (1) vote and no more upon each matter submitted to a vote at all meetings of the members of the Cooperative.

This certificate and the membership evidenced hereby are subject to all the terms and conditions, and limitations contained in the charter and bylaws of the Cooperative and all amendments thereto and in the application of the holder or holders hereof for membership in the Cooperative.

Delock A. Melphus

CHAIRMAN

Jeremiah E. Vaigneur

SECRETARY



**PALMETTO ELECTRIC
COOPERATIVE, INC.**

Post Office Box 820
Ridgeland, SC 29936



Your Touchstone Energy® Partner 

Post Office Box 820, Ridgeland, SC 29936

OFFICIAL MEMBERSHIP RECORD

DATE _____

MEMBER'S NAME AND ADDRESS:

PALMETTO ELECTRIC COOPERATIVE, INC.

BY _____

PALMETTO ELECTRIC COOPERATIVE, INC.

MISSION STATEMENT

To Provide Diversified, Innovative Energy
and Related Services to its Customers
Consistent With Sound Business Practices,
While Always Acting In a Community-
Building Leadership Role.

Board of Directors

Deborah A. MalphrusJasper County
Chairman

C. Alex UlmerBeaufort County
Vice Chairman

Jeremiah E. VaigneurJasper County
Secretary-Treasurer

Henry Driessen, Jr.Beaufort County

James O. FreemanHampton County

Carolyn GrantBeaufort County

Jimmie D. McMillanHampton County

William J. NimmerBeaufort County

James L. RoweBeaufort County

D. Terrell SmithHampton County

David A SolaroBeaufort County

Eunice F. SpilliardsJasper County

Attorney

Peters, Murdaugh, Parker Eltzroth & Detrick
Hampton, SC

President and Chief Executive Officer

G. Thomas Upshaw

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Palmetto Electric Bylaws

ARTICLE 1 - MEMBERSHIP

Section 1. Requirements for Membership.

Any person, firm, association, corporation or body politic or subdivision thereof may become a member in Palmetto Electric Cooperative, Inc., (hereinafter called the "Cooperative") by:

- (a) applying for membership therein upon such terms as may be established by the Board of Directors;
- (b) agreeing to purchase from the Cooperative electric energy;
- (c) agreeing to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the Board of Directors; and
- (d) paying the membership fee hereinafter specified; provided, however, that no person, firm, association, corporation or body politic or subdivision thereof shall become a member unless and until he/she or it has been accepted for membership by the Board of Directors of the members. No member may hold more than one (1) membership in the Cooperative, and no membership in the Cooperative shall be transferable.

At each meeting of the members held subsequent to the expiration of a period of six (6) months from the date of incorporation of the Cooperative, all applications received more than ninety (90) days prior to such a meeting and which have not been accepted or which have been rejected by the Board of Directors shall be submitted by the Secretary to such meeting and, subject to compliance by the applicant with the requirements hereinabove set forth, such applications or any one or more of them may be accepted by vote of the members. The Secretary shall give each such applicant at least ten (10) days' notice of the date of the members' meeting to which his/her application will be submitted and such applicant shall be entitled to be present and heard at the meeting.

Section 2. Membership Certificates.

Membership in the Cooperative shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors. Such certificates shall be signed by the Chairman and by the Secretary of the Cooperative and the corporate seal shall be affixed thereto. No membership certificate shall be issued for less than the membership fee fixed in these bylaws, nor until such membership fee has been fully paid for in cash. In case of a lost, destroyed or mutilated certificate, a new certificate may be issued upon uniform terms and indemnity to the Cooperative as the Board of Directors may prescribe.

Section 3. Joint Membership.

A husband and wife may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term “member” as used in these bylaws shall be deemed to include a husband and wife holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect to the holders of a joint membership shall be as follows:

- (a) The presence at a meeting of either or both shall be regarded as the presence of one (1) member and constitute a joint waiver of notice of the meeting;
- (b) The vote of either separately or both jointly shall constitute one (1) joint vote;
- (c) A waiver of notice signed by either or both shall constitute a joint waiver;
- (d) Notice to either shall constitute notice to both;
- (e) Expulsion of either shall terminate the joint membership;
- (f) Withdrawal of either shall terminate the joint membership;
- (g) Either but not both may be elected or appointed as an officer or Director, provided that both meet the qualifications for such office.

Section 4. Conversion of Membership.

- (a) A membership may be converted to a joint membership upon the request of the holder thereof and the agreement by such holder and his/her spouse to comply with the articles of incorporation, bylaws and rules and regulations adopted by the Board of Directors. The outstanding membership certificate shall be surrendered, and shall be reissued by the Cooperative in such manner as shall indicate the changed membership status.
- (b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. The outstanding membership certificate shall be surrendered, and shall be reissued in such manner as shall indicate the changed membership status, provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

Section 5. Membership Fee.

The membership fee shall be five (5) dollars.

Section 6. Purchase of Electric Energy.

Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy used on the premises specified in his/her application for membership, and shall pay therefore at rates which shall from time to time be fixed by the Board of Directors; provided, however, the Board of

Directors may limit the amount of electric energy which the Cooperative shall be required to furnish to any one (1) member. Each member shall pay to the Cooperative such minimum amount per month as shall be fixed by the Board of Directors from time to time, regardless of the amount of electric energy consumed. Each member shall also pay all amounts owed to the Cooperative as and when the same shall become due and payable.

Section 7. Termination of Membership.

- (a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors may prescribe. The Board of Directors of the Cooperative may, by the affirmative vote of not less than two thirds of all the Directors, expel any member who shall have refused or failed to comply with any of the provisions of the articles of incorporation, bylaws, rules or regulations adopted by the Board of Directors, but only if such member shall have been given written notice by the Secretary of the Cooperative that such refusal or failure makes him/her liable to expulsion and such refusal or failure shall have continued for at least ten (10) days after such notice was given. Any expelled member may be reinstated by vote of the Board of Directors or by vote of the members at any annual or special meeting.
- (b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall be thereupon terminated, and the membership certificate of such member shall be surrendered forthwith to the Cooperative. Termination of membership in any manner shall not release a member or his/her estate from any debts due the Cooperative.
- (c) In case of withdrawal or termination of membership, the Cooperative will repay to the member the amount of the membership fee paid by him/her, provided, however, that the Cooperative shall deduct from the amount of membership fee the amount of any debts or obligations owing from the member to the Cooperative.
- (d) Notwithstanding any other provision of these bylaws, when any person, firm, association, corporation, body politic or subdivision thereof shall cease to receive and pay for electric energy furnished by the Cooperative, their membership in the Cooperative shall terminate without recourse, notwithstanding the existence of any amount of capital credited to the former member's capital account before or after termination of membership.

ARTICLE II - RIGHTS AND LIABILITIES OF THE MEMBERS

Section 1. Property Interest of Members.

Members shall have no individual or separate interest in the property or assets of the Cooperative except that upon dissolution the property and assets of the

Cooperative remaining after all the debts and liabilities of the Cooperative are paid, shall be distributed among the members in the proportion which the aggregated patronage of each member bears to the total patronage of all members during the seven (7) years next preceding the date of the filing of the certificate of dissolution, or if the Cooperative shall not have been in existence for such period, during the period of its existence.

Section 2. Non-liability for Debts of the Cooperative.

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

Section 3. Interest or Dividends on Capital Credits Prohibited.

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 membership fees or capital furnished by its members.

Section 4. Patronage Capital in Connection with Furnishing Electric Energy.

In the furnishing of electric energy 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 is obligated to account on a patronage basis to all its members for all amounts received from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the members as capital. The Cooperative is obligated to pay by credits to a capital account for each member all such amounts in excess of operating cost and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account 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 his/her account. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the members in cash in pursuance of a legal obligation to do so and the member had then furnished the Cooperative corresponding amount for capital.

All other amounts received by the Cooperative from the providing of electric energy in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its members on a

patronage basis, and any amount so allocated shall be included as part of the capital credited to the accounts of members as herein provided.

Section 5. Patronage Capital in the Event of Dissolution.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to the member's account may be retired in full or in part. In no event, however, may any such capital be retired unless after the proposed retirement the capital of the Cooperative shall equal at least "the minimum amounts required by the provisions of all notes, mortgages, loan contracts and other financing agreements presently existing and hereafter made by the Cooperative with the National Rural Utilities Cooperative Finance Corporation and with other lending agencies."

Provided, however, that the Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion ("power supply portion") of capital credited to the accounts of members which corresponds to capital credited to the account of the organization furnishing electric service to the Cooperative. Such rules shall (a) establish a method for determining the power supply portion of capital credited to each member for each applicable fiscal year, (b) provide for separate identification on the Cooperative's books of the power supply portion of capital credited to the Cooperative's members, (c) provide for appropriate notifications to members with respect to the power supply portion of capital credited to their accounts and (d) preclude a general retirement of the power supply portion of capital credited to members for any fiscal year prior to the general retirement of other capital credited to members for the same year or of any capital credited to members for any prior fiscal year.

Capital credited to the account of each member shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor, and only to successors in interest or successors in occupancy in all or part of such member's premises served by the Cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provision of these bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any member, if the legal representatives of his/her estate shall request in writing that the capital credited to any such member be retired prior to the time such capital would otherwise be retired under the provisions of bylaws, to retire capital credited to any such member immediately upon such terms and conditions as the Board of Directors, acting under policies of general application and the legal representatives of such member's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

Section 6. Agreement Between Cooperative and Members.

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 office.

Section 7. Patronage Received in Connection with Furnishing Other Services.

In the event that the Cooperative should engage in the business of furnishing goods or services other than electric energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods and services shall, insofar as permitted by law, be used by the Cooperative to defray expenses, pay interest, provide reserves and be otherwise used to reduce the cost of electricity provided to the members. No amounts received by the Cooperative for furnishing goods and services other than electric energy shall be allocated as patronage to the account of any member.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Place and Date of Annual Meeting.

The Board of Directors has authority to designate the time and place of the annual meeting.

Section 2. Special Meetings.

Special meetings of the members may be called by resolution of the Board of Directors, or upon a written request signed by any three (3) Directors, by the Chairman, or by ten (10) per centum or more of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the County of Hampton, County of Jasper, or County of Beaufort, State of South Carolina, specified in the notice of the special meeting.

Section 3. Notice of Members' Meeting.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or an Annual Meeting at which business other than that listed in Section 6 of this Article is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor

more than twenty-five (25) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the records of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting of members shall not invalidate any action which may be taken by the members at any such meeting.

Section 4. Quorum.

As long as the total number of members does not exceed five hundred (500), ten (10) per centum of the total number of members in person shall constitute a quorum. In case the total number of members shall exceed five hundred (500), fifty (50) members or five (5) per centum of the members, whichever shall be the larger, shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice, provided, that the Secretary shall notify any absent members of the time and place of such adjourned meeting.

Section 5. Voting.

Each member shall be entitled to one (1) vote. All questions, except the election of Trustees/Directors, shall be decided by a vote of a majority of the members voting thereon in person, except as otherwise provided by law, the articles of incorporation or these bylaws.

The election of Trustees/Directors shall be decided by plurality of vote of the members voting thereon in person.

Section 6. Order of Business.

The order of business at the Annual Meeting of the members and, so far as possible, at all other meetings of the members shall be essentially as follows:

1. Registering and casting of ballots for election of Directors.
2. Reporting as to which members are present in person in order to determine the existence of a quorum.
3. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
4. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
5. Presentation and consideration of reports of officers, Directors, and committees.
6. Unfinished business.
7. New business.
8. Adjournment.

ARTICLE IV - TRUSTEES

Section 1. General Powers.

The business and affairs of the Cooperative shall be managed by a board of twelve (12) Trustees, six (6) of whom shall reside in Beaufort County, three (3) of whom shall reside in either Allendale or Hampton County, and three (3) of whom shall reside in Jasper County. Should a person, after having been elected a Trustee, move to another county and continue to receive electricity from the Cooperative at his/her principal residence, then, during such term he/she shall be counted as one (1) of the Trustees from the county in which the Trustee resided at the time of the Trustee's election. The Board of Trustees shall exercise all of the powers of the Cooperative except such as are by law, the articles of incorporation or by these bylaws conferred upon or reserved to the members.

The Board of Trustees shall be known as the Board of Directors and each Trustee shall be known as a Director. The word Director and Directors will be used in the bylaws except in the title of Article 4 and in Section 1 of Article 4.

Except as otherwise provided herein, the Board of Trustees shall have the full authority to conduct the business and affairs of the Cooperative, which shall include the authority to own and operate other for-profit, as well as other not-for-profit, business enterprises and to conduct any other lawful business activity as provided under South Carolina Law.

Section 2. Election and Qualifications of Board Members.

The Directors shall serve terms of three (3) years each provided that the terms of two (2) Directors from Beaufort County and one (1) Director from each Jasper and Hampton counties shall expire each year.

Directors shall be elected at each Annual Meeting of the members and each shall serve until a successor has been elected as herein provided. If the election of Directors shall not be held at any Annual Meeting, or at an adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as convenient.

No person shall be eligible to become or remain a Director, or to hold any position of trust who:

- (a) is not a member and bona fide resident in the area served by the Cooperative and who receives central station electrical service from the Cooperative at his/her primary personal residence; or
- (b) is in any way employed by, or financially interested in a competing enterprise or a business selling electric energy or supplies to the Cooperative, or a business primarily engaged in selling electrical or plumbing appliances, fixtures, or supplies to the members of the Cooperative; or
- (c) is the incumbent of, or candidate for an elective public office in connection with which a salary or compensation in excess of one hundred (100) dollars per annum is paid; or

- (d) is or has within the last five (5) years preceding the date of the current year's Annual Meeting been an employee of the Cooperative in any capacity; or
- (e) has a close relative employed and/or receiving compensation from the Cooperative. A close relative shall include a spouse, sibling, parent, child, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, stepbrother/sister, stepchildren or step grandchildren. This section Article IV, Section 2(e), shall not apply to Directors serving as of May 2, 1998.

Upon establishment of the fact that a Director is holding office in violation of any of the foregoing provisions, it shall immediately become incumbent upon the Board of Directors to remove such Director from office.

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

Section 3. Nominations.

It shall be the duty of the Board of Directors to appoint, not less than forty-five (45) days nor more than ninety (90) days before the date of a meeting of the members at which Directors are to be elected, a committee on nominations from different sections of the project area so as to ensure equitable representation. No member of the Board of Directors may serve on such committee. The committee, keeping in mind the principle of geographical representation, shall, not less than thirty (30) days before the Annual Meeting, meet, prepare and post at all offices of the Cooperative at least thirty (30) days before the meeting a list of nominations for Directors, but any fifteen(15) or more members acting together may make other nominations by petition not less than twenty-one (21) days prior to the meeting and the Secretary shall post such nominations at the same place where the list of nominations made by the committee is posted. The Secretary shall mail with the notice of the meeting or separately, but at least seven (7) days before the date of the meeting, a statement of the number of Directors to be elected and the names and addresses of the candidates specifying separately the nominations made by the committee on nominations and also the nominations made by petition if any. Notwithstanding anything contained in this section, failure to comply with any of the provisions of this section shall not affect in any manner whatsoever the validity of any election of Directors.

Section 4. Removal of Directors by Members.

Any member may bring charges against a Director by filing such charges in writing with the Secretary, together with a petition signed by at least ten (10) per centum of the members and request the removal of such Director by reason thereof. The Director against whom such charges have been brought shall be informed in writing of the charges at least five (5) days prior to the meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect to

the charges; and the person or persons, bringing the charges against him/her shall have the same opportunity. The question of the removal of such Director shall be considered and voted upon at the next regular or special meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

Section 5. Vacancies.

Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of Directors by the members, a vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors for the unexpired portion of the term of the Director in respect of whom the vacancy occurs.

Section 6. Compensation.

- (a) Directors shall not receive any salary for their services.
- (b) The Board of Directors may make provision for the compensation of the Board of Directors; provided, however, that compensation shall not be paid except for actual attendance upon activities authorized by the Board of Directors.
- (c) The Board of Directors may also provide for the travel, expenses and other benefits of the Board, as set by the Board of Directors.
- (d) No Director, nor a close relative of a Director, except in emergencies, and not to exceed ninety (90) days, shall be employed by the Cooperative in any other capacity involving compensation. A close relative shall include a spouse, sibling, parent, child, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, stepbrother/sister, stepchildren or step grandchildren.

ARTICLE V - MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

A regular meeting of the Board of Directors shall be held without notice other than this bylaw, immediately after, and at the same place as, the Annual Meeting of the members. A regular meeting of the Board of Directors shall also be held monthly at such place and time in Hampton, Jasper or Beaufort County, South Carolina, as the Board of Directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

Section 2. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman or by any three (3) Directors, and it shall thereupon be the duty of the Secretary to

cause notice of such meeting to be given as hereinafter provided. The Chairman or the Directors calling the meeting shall fix the time and place (which shall be in Hampton, Jasper, or Beaufort County, South Carolina) for the holding of the meeting.

Section 3. Notice of the Director’s Meetings.

Written notice of the time, place and purpose of any special meeting of the Board of Directors shall be delivered not less than five (5) days previous thereto, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the Chairman or the Directors calling the meeting, to each Director. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his/her address as it appears on the records of the Cooperative, with postage thereon prepaid.

Section 4. Quorum.

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

ARTICLE VI - OFFICERS

Section 1. Number.

The officers of the Cooperative shall be a President, Vice President, Secretary, and Treasurer, and such other officers as may be determined by the Board of Directors from time to time. The offices of Secretary and Treasurer may be held by the same person. The President and Vice President shall be known as the Chairman and the Vice Chairman respectively.

Section 2. Election and Term Office.

The officers shall be elected by ballot, annually by and from the Board of Directors at the meeting of the Board of Directors held directly after the Annual Meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon as thereafter convenient. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding Annual Meeting of the members or until his/her successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal of Officers and Agents by Directors.

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer by filing such charges in writing with the Secretary, together with a petition signed by ten (10) per centum of the members, and request the removal of the particular officer by reason thereof. The officer against whom such charges have been brought shall be informed in writing of the charges at least five (5) days prior to the meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect to the charges; and the person or persons bringing the charges against him/her shall have the same opportunity. The question of the removal of such officer shall be considered and voted upon at the next regular or special meeting of the members.

Section 4. Chairman.

The Chairman shall:

- (a) unless otherwise determined by the members or the Board of Directors, preside at all the meetings of the members, and the Board of Directors;
- (b) sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by the Board of Directors or the members, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and
- (c) in general perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5. Vice Chairman.

In the absence of the Chairman, or in the event of his/her inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice Chairman shall also perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 6. Secretary.

The Secretary shall:

- (a) be responsible for the keeping of the minutes of the meetings of the members and of the Board of Directors in one (1) or more books provided for that purpose;

- (b) be responsible for seeing that all notices are duly given in accordance with these bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Cooperative and affix the seal of the Cooperative to all certificates of membership prior to the issue thereof and to all documents, the execution of which on behalf of the Cooperative under its seals is duly authorized in accordance with the provision of these bylaws;
- (d) be responsible for the keeping of a register of the names and post office addresses of all members;
- (e) sign, with the Chairman, certificates of membership, the issue of which shall have been authorized by the Board of Directors or the members;
- (f) have general charge of the books of the Cooperative in which a record of the members is kept;
- (g) be responsible for keeping on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative containing all amendments thereto, which copy shall always be open to the inspection of any member, and at the expense of the Cooperative, forward a copy of the bylaws and of all amendments thereto to each member; and
- (h) in general perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 7. Treasurer.

The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) be responsible for the receipt of and the issuance of receipts for monies due and payable to the Cooperative from any source whatsoever, and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these bylaws; and
- (c) in general perform all the duties incidental to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 8. Manager.

The Board of Directors may appoint a Manager, who may be known as the President and Chief Executive Officer. The President and Chief Executive Officer shall exercise such authority as the Board of Directors may from time to time authorize and may be, but shall not be required to be, a member of the Cooperative.

Section 9. Bonds of Officers.

The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine.

Section 10. Compensation.

The powers, duties and compensation of any officers, agents and employees shall be fixed by the Board of Directors, subject to the provisions of these bylaws with respect to compensation for Directors and close relatives of Directors.

Section 11. Reports.

The officers of the Cooperative shall submit at each Annual Meeting of the members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII - DISPOSITION OF REVENUES AND RECEIPTS

Revenues of the Cooperative received in connection with the furnishing of electric energy for any fiscal year in excess of the amount thereof necessary:

- (a) To defray expenses of the Cooperative and of the operation and maintenance of its facilities during such fiscal year;
- (b) To pay interest and principal obligations of the Cooperative coming due in such fiscal year;
- (c) To finance, or to provide a reserve for the financing of, the construction or acquisition by the Cooperative of additional facilities to the extent determined by the Board of Directors;
- (d) To provide a reasonable reserve for working capital;
- (e) To provide a reserve for the payment of indebtedness of the Cooperative maturing more than one (1) year after the date of the occurrence of such indebtedness in an amount not less than the total of the interest and principal payments in respect thereof required to be made during the next following fiscal year; and
- (f) To provide a fund for education in cooperation and for the dissemination of information concerning the effective use of electric energy and other services made available by the Cooperative shall be credited in accordance with Article II Section 4 of these bylaws.

ARTICLE VIII - SALE OR MORTGAGE OF PROPERTY

A sale (which term shall include a sale, lease, exchange, or any other disposition of assets, except a mortgage of or other security interest in the assets) of all, or substantially all, the property and assets, with or without the goodwill, of the Cooperative may be made upon such 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 corporation, domestic or foreign, as shall be authorized in the following manner:

- (1) The Board of Directors shall adopt a resolution recommending such sale, and directing the submission thereof to a vote at a meeting of members, which may be either an annual or special meeting.
- (2) Written or printed notice shall be given to each member of record entitled to vote at such meeting within the time and in the manner provided for the giving of notice of meeting of members, and, whether the meeting be an annual or a special meeting, shall state that the purpose, or one of the purposes, of the meeting is to consider the proposed sale.
- (3) At such meeting the members may authorize such sale, and may fix, or may authorize the Board of Directors to fix, any or all of the terms and conditions thereof and the consideration to be received by the Cooperative therefore. Each member of the Cooperative present in person at such meeting shall be entitled to vote thereon. Such authorization shall require the affirmative vote of at least two-thirds of all the members of the Cooperative.

After such authorization by a vote of the members, the Board of Directors nevertheless, in its discretion, may abandon such sale of assets, subject to the rights of third parties under any contracts relating thereto, without further action or approval by members.

A mortgage or pledge of or other security interest in all or any part of the assets of the Cooperative, whether or not in the usual and regular course of its business, may be made by authority of the Board of Directors of the Cooperative.

Notwithstanding the foregoing or any other provisions of these bylaws, no sale of all or substantially all of the Cooperative property and assets to any other entity shall be authorized except in conformity with the following:

- (1) If the Board of Directors looks with favor upon any proposal for such sale, it shall first cause three (3) independent appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative with respect to such a sale and as to any other terms and conditions which should be considered. The three (3) such appraisers shall be designated by a Judge of the Court of Common Pleas for the Judicial Circuit in South Carolina in which the Cooperative's headquarters are located.
- (2) If the Board of Directors, after receiving such appraisals (and any other terms and conditions which are recommended, if any), determines that the proposal should be submitted for consideration by the members, it shall

first give every electric cooperative in South Carolina (which has not made such an offer for such sale) an opportunity to submit competing proposals. Such opportunity shall be in the form of a written notice to such Cooperatives, which notice shall attach a copy of the proposal that the Cooperative has already received and a copy of the report of the three (3) appraisers. Such Cooperatives shall be given not less than thirty (30) days during which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in the written notice given to them.

- (3) If the Board then determines that favorable consideration should be given to the initial or any subsequent proposal which has been submitted to it, it shall so notify the members, expressing in detail each of any such proposals and shall call a special meeting of the members for consideration thereof or provide that consideration thereof be given at the succeeding Annual Meeting of the members.
- (4) Any fifty (50) or more members, by so petitioning the Board not less than six (6) days before the date of such special or Annual Meeting, may cause the Cooperative to mail to all members any opposing or alternative positions which they may have to the recommendations that the Board has made, the cost of the mailing to be paid by the Cooperative.

The provisions of this subparagraph shall not apply to a merger or consolidation with one or more other electric cooperatives.

ARTICLE IX - SEAL

The corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words, "Corporate Seal, South Carolina."

ARTICLE X - FINANCIAL TRANSACTIONS

Section 1. Contracts.

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

Section 2. Checks, Drafts, etc.

Except as otherwise provided by law or in these bylaws, all checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer, officers, agent or agents of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits.

All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board of Directors may select.

Section 4. Fiscal Year.

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

ARTICLE XI - MISCELLANEOUS

Section 1. Membership in other Organizations.

Membership in the Electric Cooperatives of South Carolina, Inc., the National Rural Electric Cooperative Association and Central Electric Power Cooperative, Inc., is hereby authorized and confirmed.

Upon approval of the Board of Directors the Cooperative may become a member of any organization the purpose of which is to provide assistance in the good management, financing and operation of the Cooperative or to provide adequate sources of wholesale power for purchase and use by the Cooperative.

The Cooperative may, upon approval of the Board of Directors, become a member of recognized civic and charitable organizations.

Section 2. Waiver of Notice.

Any member or Director may waive in writing, any notice of a meeting required to be given by these bylaws. The attendance of a member or Director at any meeting shall constitute a waiver of notice of such meeting by such member or Director, except in case a member or Director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

Section 3. Rules and Regulations.

The Board of Directors shall have the power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation or these bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

Section 4. Accounting System and Reports.

The Board of Directors shall cause to be established and maintained a complete accounting system subject to applicable laws and rules and regulations of any regulatory body. The Board of Directors shall also, after the close of each fiscal year, cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial condition of the Cooperative as of the

end of such fiscal year. A report of such audit shall be submitted to the members at the next following Annual Meeting.

Section 5. Unclaimed Property.

In compliance with the South Carolina Uniform Property Act (Title 27, Chapter 18 of South Carolina Code of Laws), unclaimed patronage capital will be submitted to the State Treasurer of South Carolina. The Cooperative may regularly impose a reasonable dormancy fee for each year an owner fails to claim property held by the Cooperative.

ARTICLE XII - AMENDMENTS

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

Any member may propose any such changes in the bylaws by filing same in writing with the Secretary together with a petition signed by at least ten (10) percent of the members at least twenty (20) days prior to the date of the Annual Meeting. The Board of Directors may propose changes in the bylaws at any time.

The Secretary shall forward to each member a copy of such proposed changes in the bylaws together with the notice of the next regular or special meeting of the members.

More Co-op Information

- It is our aim to make living more desirable, more comfortable, and more pleasant through the use of clean, quiet, economical electricity.
- Anytime you may be near one of our four Cooperative offices, please drop in and talk with us. We will welcome the opportunity to serve you.
- It is your duty and privilege to attend the Annual Meeting to take part in the affairs and operations of the business.

OFFICE HOURS

Monday through Friday 8 a.m. to 5 p.m.

Hampton 803-943-2211

P.O. Box 548, 121 Charleston Highway • Hampton, SC 29924

Hilton Head Island 843-681-5551

P.O. Box 23619, 111 Mathews Drive • Hilton Head Island, SC 29925

New River 843-208-5551

One Cooperative Way • Hardeeville, SC 29927

Ridgeland 843-726-5551

P.O. Box 820, 4063 Grays Highway • Ridgeland, SC 29936

POWER FAILURES

To report power failures at any time call the district office nearest you or call toll-free at

1-866-445-5551

Should You Have A Power Failure

First check the breakers in your control box and follow instructions to reset if one or more has tripped.

Visit Palmetto Electric @ www.palmetto.coop

EQUIPMENT DAMAGES

Palmetto Electric Cooperative (hereby known as “the Cooperative”) shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. The Cooperative shall not be liable for damages to the member if such supply shall fail, be interrupted or become defective through acts of God, public enemy, by accident, by action of the elements, storms, lightning, equipment failure, or for any cause beyond the reasonable control of the Cooperative.

The member shall have all electrical equipment adequately protected with overcurrent devices as required by the latest edition of the National Electrical Code. All single-phase motors should be provided with overcurrent and overload protection. All polyphase motors should have overcurrent, overload, and under/over voltage protection on all phases. The Cooperative makes every effort to maintain the continuity of three-phase power and the direction of phase rotation, but the Cooperative cannot guarantee that an accidental temporary change or loss in phase will not occur. Therefore, motors and other equipment requiring unchanged phase reversal or the continuity of three-phase supply shall be equipped with suitable protection on all phases. Also, adequate motor starting equipment shall be installed by the member on all motors as specified or required by the Cooperative.

NOTES: