

**ARTICLES OF INCORPORATION
OF
FREEBORN-MOWER COOPERATIVE SERVICES**

We, the undersigned persons of full age, acting for ourselves as individuals, for the purpose of forming a cooperative association under and pursuant to the provisions of Chapter 326, Laws of Minnesota, 1923, and laws amendatory thereof and supplementary thereto, do hereby associate ourselves as a body corporate and adopt the following Articles of Incorporation:

ARTICLE I.

SECTION 1.

The name of this Cooperative shall be Freeborn-Mower Cooperative Services.

SECTION 2.

The conduct of the business of this Cooperative shall be upon the cooperative plan and the general nature of its business and the purpose or purposes for which it is formed are:

- (a) To generate, manufacture, purchase, acquire, and accumulate electric energy for its members or others and to transmit, distribute, furnish, sell, and dispose of such electric energy to its members or others and to construct, erect, purchase, lease and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease, exchange, and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and transmission and distribution lines or systems necessary, convenient or useful for carrying out and accomplishing any of the foregoing purposes;
- (b) To assist its members or others to wire their premises and install therein electrical and plumbing appliances, fixtures, machinery, supplies, apparatus, and equipment of any and all kinds and character 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 and to receive, acquire, endorse, pledge, hypothecate and dispose of notes and other evidences of indebtedness and all security therefore;
- (c) To provide natural gas, propane gas, security services and other utility services to members or others to the extent permitted by law and deemed beneficial to the membership.
- (d) 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 this Cooperative;
- (e) To purchase, receive, lease as lessee, or in any other manner acquire, own, hold, maintain, sell, exchange, and use any and all real and personal property or any interest therein necessary, useful or appropriate to enable this Cooperative to accomplish any and all of its purposes;

- (f) To borrow money and otherwise contract indebtedness for the purposes, or any of them, for which this Cooperative is formed, and to issue notes, bonds, and other evidences of indebtedness, and to secure any of its obligations by mortgage, pledge or deed of trust of all or any of its property, assets, franchises and income;
- (g) To sell and convey, mortgage, pledge, lease as lessor and otherwise dispose of all or any part of its property and assets;
- (h) To do, and perform, either for itself or its members, any and all acts and things, and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes, or as may be permitted by the Act under which this Cooperative is formed; provided, however, that the conduct of the business of this Cooperative shall be upon the cooperative plan.

The enumeration of the foregoing powers shall not be held to limit or restrict in any manner the general powers of this Cooperative, and this Cooperative shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon associations of the character of this Cooperative by the laws of the State of Minnesota now or hereafter in force.

SECTION 3.

The principal place of business of this Cooperative is at 2501 Main Street East, Albert Lea, Minnesota 56007.

ARTICLE II.

The period of duration of this Cooperative shall be perpetual.

ARTICLE III.

SECTION 1.

The Cooperative is organized as a non-stock, membership basis cooperative. The Cooperative will maintain appropriate membership records.

SECTION 2.

The Cooperative shall admit applicants to membership ("members" or "member") on the conditions established in these Articles, the Bylaws and the Rules and Regulations of this Cooperative.

SECTION 3.

Each Member shall have only one vote in the affairs of the Cooperative and membership in the Cooperative shall be transferable only with the consent and approval of the Board of Directors of this Cooperative.

SECTION 4.

The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its members. The net income in excess of additions to reserves shall be distributed on the basis of patronage, and the records of the Cooperative may show the interest of patrons and members in the reserves.

SECTION 5.

The registered office of the Cooperative shall be 2501 Main Street East, Albert Lea, Minnesota 56007.

ARTICLE IV.

The highest amount of indebtedness to which said Cooperative shall at any time be subject shall not exceed One Hundred Fifty Million Dollars (\$150,000,000.00).

ARTICLE V.

The names and places of residence of the incorporators of this Cooperative are:

NAMES	RESIDENCES
Carl E. Steele	Conger, Minnesota
J. H. Taylor	Route No. 1, Austin, Minnesota
F. W. Buenzow	Mansfield, Minnesota
Andrew Brown	Clarks Grove, Minnesota
J. S. McCornack	Route No. 2, Albert Lea, Minnesota

ARTICLE VI.

To the fullest extent permitted by laws governing cooperative associations, as the same exists or may hereafter be amended, a director of this Cooperative shall not be personally liable to the Cooperative or its members for monetary damages for breach of fiduciary duty as a director.

ARTICLE VII.

The Bylaws of this Cooperative may define and fix the duties and responsibilities of the officers and directors and may also contain any other provision for the regulation of the business and affairs of this Cooperative not inconsistent with these Articles of Incorporation or the laws of the State of Minnesota.

ARTICLE VIII.

The fiscal year of this Cooperative shall begin on the first day of January of each year and end on the last day of December in the same year.

ARTICLE IX.

This Cooperative reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law.

IN TESTIMONY WHEREOF, we, the said incorporators, have hereunto set our hands this 8th day of December, 1936.

In Presence of:

Carl E. Steel
J.H. Taylor
F.W. Buenzow
Andrew Brown
J.S. McCornack

Conger, Minnesota
Route No. 1, Austin, Minnesota
Mansfield, Minnesota
Clarks Grove, Minnesota
Route No. 2, Albert Lea, Minnesota

WILLIS LAWSON
HAZEL FOSSUM
(As to all incorporators)

State of Minnesota, County of Freeborn.Css.

On this 8th day of December, 1936, before me, a notary public within and for said County, personally appeared Carl E. Steele, J.H. Taylor, F.W. Buenzow, Andrew Brown, and J.S. McCornack, to me known to be the persons described in the above and foregoing instrument and whose names are subscribed thereto, and severally acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

(Seal) HENRY BEHR

Notary Public, Freeborn County, Minnesota.
My Commission expires December 28, 1941.

\\Pssd1\old\CC\CC\JJS\442-073\articles2000rev 7.17.01wpd.wpd

(Amended 10-29-13)