

AMENDED AND RESTATED BYLAWS
OF
VINEYARD POWER COOPERATIVE, INC.

SECTION 1- GENERAL PROVISIONS

1.1 Scope of Bylaws

These bylaws, the powers of the Cooperative and of its Directors and Officers, and all matters concerning the conduct and regulation of its business shall be subject to such provisions as are set forth in the Cooperative's Articles of Organization, Chapter 164, Section 136 of the General Laws of the Commonwealth of Massachusetts ("M.G.L.") as now in force or as hereafter amended and M.G.L Chapter 164, generally, as applicable to cooperatives formed under Section 136 (the "Electric Co-op Law"), including such sections of Chapter 156B of the General Laws of the Commonwealth of Massachusetts (the "Business Corporations Law") as are incorporated by reference into such Electric-Co-op Law pursuant to M.G.L. Chapter 164, Section 4, all as now in force or as hereafter amended. In addition, these bylaws are enacted by the Cooperative pursuant to M.G.L. Chapter 164, Section 136(c), which permits the Cooperative to enact such bylaws to govern itself in the implementation of the provisions of such Section 136 which are not inconsistent with the provisions of such Section 136.

1.2 Name of the Cooperative

The name of the Cooperative shall be Vineyard Power Cooperative, Inc., or such name as shall be set forth in the Cooperative's Articles of Organization which may be amended from time to time.

1.3 Place of Business

The principal office of the Cooperative shall be located at 322 State Road, Vineyard Haven, in The County of Dukes County, Massachusetts, or at such place as the Board of Directors of the Cooperative may from time to time determine. The Board of Directors may from time to time establish and maintain additional offices at such other locations as it may determine.

1.4 Purposes

The purposes of the Cooperative are to develop, solely or in cooperation with one or more other persons or entities, and/or own renewable electric generation facilities, and to procure and/or sell electric supply or other energy-related goods or services at competitive prices to Members and, in furtherance of the foregoing purposes, to carry on any lawful business permitted for a corporation organized under the Electric Co-op Law and the Business Corporation Law. The Cooperative shall be organized and shall conduct its business primarily for the mutual benefit of its Members as patrons of the Cooperative.

1.5 Powers

The Cooperative may transact any lawful business associated with the purchase, acquisition, distribution, generation, sale, resale, supply, and disposition of energy, energy efficiency, conservation and energy-related services to wholesale or retail customers, subject to applicable federal and state laws and regulations. The Cooperative shall have all of the powers of a natural person and all the powers set forth in the Electric Co-op Law, including, pursuant to M.G.L. Chapter 164, Section 136(b)(xxi), all powers necessary or convenient to effect its purposes.

1.6 Functions, Policies and Goals

The Cooperative's functions, policies and goals shall include, without limitation: determining the most suitable and acceptable location for one or more renewable electric generation facilities and associated electric production facilities on-shore or off-shore of Martha's Vineyard; development of such renewable electric generation facilities and other facilities as determined by the Cooperative; exploring appropriate options for acquiring the best market rate for electricity supply; promoting and supporting the development of renewable energy resources; providing and enhancing consumer protection by improving quality of service and reliability; and utilizing and encouraging conservation and other forms of energy efficiency.

SECTION 2 - MEMBERSHIP

2.1 Eligibility

Any natural person, legal person, municipality, city, town, county, tribe or other business or governmental entity or instrumentality located on or resident on that portion of The County of Dukes County in the Commonwealth of Massachusetts known as the island of Martha's Vineyard and which is a consumer of electric power goods and related services shall be eligible to apply for membership in the Cooperative. In addition, owners of real property located on the island of Martha's Vineyard who are not yet consumers of electric power goods and related services shall be eligible to apply for membership in the Cooperative but such a Member's membership shall become subject to termination if, after two years from the date of the commercial operation of the Cooperative's renewable energy generation project, such member has not yet become a consumer of electric power goods and related services provided by the Cooperative.

2.2 Membership Obligations

All Members must agree to be bound by and to comply with all of the other provisions of the Cooperative's Articles of Organization and these bylaws, and all rules, regulations, program requirements and membership agreements as may be established by the Cooperative, as all the same then exist or may thereafter be adopted, repealed or amended, including, the obligation to procure and purchase from the Cooperative the commodity of electricity on such terms and conditions as the Cooperative may enact with respect to the provision of such electric commodity service (the obligations embodied in such instruments being hereinafter called "Membership Obligations").

2.3 Transfer

No membership shall be transferable; provided, that, if a member relocates from his, her or its original property, residence or business to another property, residence or business located on the Island of Martha's Vineyard, such Member's membership shall continue unaffected by the Member's relocation provided that such Member provides the Cooperative notice of the street and, if different, mailing address of his, her or its new residence, property or business. In addition, if any Member sells or otherwise ceases to own real property or reside on the island or to be a consumer of electric power goods and related services, the Cooperative shall refund to such Member his, her or its initial membership fee received by the Cooperative within sixty (60) days of such Member's notice to the Cooperative.

2.4 Application for Membership

Application for membership shall be made in writing or electronically on such form as is provided therefor by the Cooperative. The membership application shall be accompanied by the membership fee provided for in Section 2.4, which fee shall be refunded in the event the Member ceases to be eligible for membership in the Cooperative.

2.5 Membership Fee

The membership fee shall be as fixed from time to time by the Board of Directors.

2.6 Initial Members; New Members; Acceptance into Membership

Each of the Officers and Directors of the Cooperative identified in the Articles of Organization of the Cooperative filed with the Secretary of the Commonwealth of Massachusetts November 19, 2009 shall comprise the initial members of the Cooperative (the "Initial Members"). Upon complying with the requirements set forth in Section 2.1, a new applicant shall become a Member as of the effective date in the Board of Directors' vote or the act of any authorized Committee or Officer accepting such Member's application.

2.7 Member Suspension; Reinstatement

Upon the failure of a Member, after the expiration of the initial time limit prescribed either in a specific notice to the Member or in the Cooperative's generally publicized applicable rules and regulations, to pay any amounts due the Cooperative or to comply with the Member's Membership Obligations, membership shall automatically be suspended and the Member shall not during such suspension be entitled to participate in any electronic polling of the Members. In addition, the Board of Directors may deny suspended Members any other membership rights, benefits or privileges that it deems appropriate in its sole discretion. Payment of all amounts due the Cooperative, including any additional charges required for such reinstatement, and/or compliance with the Member's Membership Obligations within the final time limit provided in such notice or rules and regulations shall automatically reinstate the membership, in which event the Member shall thereafter be entitled to participate in the electronic polling of Members.

2.8 Termination by Withdrawal or Resignation

A Member may withdraw from membership at any time for any reason by sending a written notice of withdrawal to the Secretary of the Cooperative. The Board of Directors may adopt other rules and regulations pertaining to withdrawal, provided such rules and regulations are not inconsistent with these bylaws.

2.9 Effect of Termination

Upon the termination of a membership for any reason, the Member shall be entitled to such refund of the Member's membership fee as the Board of Directors may determine in its sole discretion. Termination shall not release the Member from any debts or other obligations then remaining due to the Cooperative or to other parties.

2.10 Member Powers; Major Decisions

Unless otherwise required by the Electric Co-op Law or other applicable law, Members shall only be entitled to influence the policy and decisions of the Cooperative on the following matters: (i) such matters as the Board of Directors may from time to time submit to the Members, (ii) the alteration, amendment or repeal of Sections 2.1, 2.2, 2.9, 2.10, 2.11 or Section 10 of these Bylaws, (iii) the election of Directors as set forth in Section 4.2, (iv) the location or locations which the Cooperative shall apply for rights to develop, assist in the development of, or otherwise advocate for the development of renewable electric generation facility and related facilities on or near the coast of the island of Martha's Vineyard, whether within the territorial waters and submerged lands of the Commonwealth of Massachusetts and / or the United States of America and (v) the following fundamental policy changes and decisions of the Cooperative: (a) the choice of renewable power generation technology to be employed in any project to be developed by or with the cooperation of the Cooperative, (b) capital expenditures by the Cooperative in excess of twenty five million dollars (\$25,000,000) or thirteen percent (13%) of the estimated development cost of any energy project to be developed, (c) the Cooperative's entering into any financing arrangements in excess of fifty million dollars (\$50,000,000) and (d) engaging in any partnership or other commercial transaction with a third party developer of any renewable energy generation project.

2.11 Electronic Polling of Members; Minimum Responses

The Board of Directors shall not undertake any of the actions described above in Section 2.10 without conducting an electronic poll among the Members using electronic mail or the internet. The Board of Directors shall maintain a list of email addresses of members and shall deliver instructions for accessing such electronic poll to each Member. Each Member shall respond to such electronic poll not later than the time specified in the initial notice of such poll. Each Member shall have the right of delivering to the Board of Directors a single response such poll on or before the date specified in the initial notice. Provided that the Board of Directors receives responses from the lesser of (a) fifty Members and (b) five percent (5%) of the Members, the determination of a majority of the Members responding to such poll shall constitute the will and preference of the Members and the determination of such majority of

responding Members shall be binding on the Board of Directors. Thereafter, the Board of Directors shall take action in conformance with the determination of the Majority of Members as determined in such poll. The Board of Directors may institute, in its discretion, such means as it sees fit of soliciting and receiving responses to electronic polls from Members who have not provided their email addresses and who may be without email or internet access. The results of electronic polling will be reported to all members in a timely manner and not later than one month after the latest response date permitted for such poll.

2.12 Liability of Members

Except for debts lawfully contracted between a Member and the Cooperative, no Member shall be liable for the debts of the Cooperative to an amount exceeding the sum remaining unpaid on its membership fee.

2.13 No Stock

The Cooperative shall have no capital stock and accordingly may not issue shares of stock to its Members.

SECTION 3 - MEETINGS OF MEMBERS

3.1 Place

All meetings of the Members shall be held at a location within that portion of The County of Dukes County in the Commonwealth of Massachusetts known as the island of Martha's Vineyard as shall be specified in the notice of meeting.

3.2 Annual Meeting

The annual meeting of the Members shall take place in August of each year, or at such other times as established by the Board of Directors.

3.3 Special Meetings

The Chairman or the President or two or more Directors, when such person(s) deems it expedient and appropriate, may call a special meeting of the Members. At such special meeting, no business shall be considered or transacted other than as specified in the notice prescribed by Section 3.4.

3.4 Notice to Members of Regular and Special Meetings

Notice of each meeting of the Members shall be given at least fourteen (14) days prior to each regular meeting and at least seventy-two (72) hours, not including Sundays and legal holidays, prior to a special meeting, by the Secretary of the Cooperative. Notice shall be in written or printed form and may be given by mail, facsimile, email or other delivery to each Member in person or addressed to the last known address or facsimile number of such Member. Whenever any notice is required to be given by law or by these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time

stated therein, shall be deemed equivalent thereto and retained with the records of the meeting. Except as otherwise provided herein, a notice or waiver of notice of a regular or annual Members meeting need not specify the purposes of the meeting. Notice shall be deemed to be given at the time when the notice is mailed, transmitted or otherwise issued.

3.5 Conduct of Meetings

At each meeting of the Members, the Chairman or the President, or in the absence of the Chairman or President, the Treasurer, or in the absence of the Treasurer, the Secretary shall act as presiding officer. The Secretary, or in his or her absence, the President, shall prepare or cause to be prepared minutes of all business transacted by the Members at each meeting.

3.6 Presentation of Electronic Polling of Members

The Board shall present at any meeting of the Members the results of any electronic polling of the members conducted pursuant to Section 2.10 of these Bylaws and shall report on the actions taken or the actions intended to be taken by the Board of Directors in accordance with such polling. The results of such polling shall be determinative of the matters set forth in such polling and may not be superseded or amended without the Board of Directors having conducted a second electronic poll to supersede or amend the results of any prior electronic polling undertaken by the Cooperative. The results of electronic polling will be reported to all members in a timely manner and not later than one month after the latest response date permitted for such poll.

SECTION 4 - DIRECTORS

4.1 Powers of the Directors; Chair

The Cooperative shall have a Board of Directors who shall have the powers and duties of a Board of Directors of a corporation incorporated under the Electric Co-op Law and the Business Corporation Law. The Board of Directors shall be responsible for the general management and supervision of the business and affairs of the Cooperative. The Board of Directors may exercise all the powers of the Cooperative. The Board of Directors shall choose from among its members a Chair person to preside at meetings of the Board of Directors and to manage the business of the Board of Directors. Unless otherwise provided by the Board of Directors, the Chair person shall preside, when present, at all meetings of the Board of Directors. In the absence or disability of the Chair, his or her powers or duties may be performed by any other Director.

4.2 Number, Qualifications; Classes and Terms of Office

The Board of Directors shall consist of not fewer than five (5) and not more than nine (9) Directors, with the exact number to be set from time to time by the Board of Directors. The Directors shall be elected by and from the Members of the Cooperative prior to the annual meeting of the Members or at a special meeting in lieu of an annual meeting. No Director shall hold more than one seat on the Board of Directors. Each Director shall hold office until his or her successor shall be elected and shall be qualified. The Directors shall be divided into three (3) classes as nearly equal in number as possible and shall be known as Class I, Class II, and Class

III. Class I Directors shall initially serve for a term to expire (1) year after the first annual meeting of the Members; Class II Directors shall initially serve for a term to expire two (2) years after the first annual meeting of the Members; and Class III Directors shall initially serve for a term to expire (3) years after the first annual meeting of the Members. Each Director's term shall commence on the date of his or her qualification and each Director shall hold office until his or her successor has been elected and qualified, or until his or her earlier death, resignation or removal. Prior to each annual meeting of the Members, successors to the class of Directors whose terms shall expire that year shall be elected to hold office for a term of three (3) years, so that the term of office of one class of directors shall expire in each year. Each newly elected director shall be qualified at the Board of Directors meeting that follows the annual meeting. Directors may not serve more than two (2) consecutive three (3) year terms.

4.3 Manner of Acting

Provided there is a quorum present at the meeting, and except as specified elsewhere herein, the Board of Directors shall act by vote of a majority of the Directors present at the time of the vote.

4.4 Resignation

Any Director may resign at any time upon written notice to the remaining Directors, the President, any Treasurer or Secretary. The resignation of any Director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5 Removal

- A. *Removal by the Board of Directors.* Any Director may be removed at any time with cause by two-thirds vote of the Directors then in office. A Director may be removed by a vote of the Board of Directors for cause only after a reasonable notice and opportunity to be heard before the Board of Directors.
- B. *Removal by Petition of Members.* Any Director may be removed without cause by two-thirds of all Members pursuant to the electronic polling procedures described below in this Section 4.5 B. If at least fifty Members or five percent (5%) of the Members, (whichever is less) sign and deliver to the Board of Directors a written request (a "Removal Petition") for the removal of a Director, the Board of Directors may, in its discretion, deliver an electronic poll submitting the Removal Petition to all Members who have provided the Cooperative their electronic mail address. If two-thirds of all Members respond to the electronic poll delivering the Removal Petition within the time designated in such poll and agree to the removal of such Director, the Board of Directors shall remove such Director without any further opportunity to be heard by the Board and without the need to show any cause for such Director's removal.

4.6 Vacancies on the Board of Directors

Directors may act despite a vacancy in the Board of Directors and shall for this purpose be deemed to constitute the full Board. Any vacancy in the Board of Directors shall be filled in the same manner as the position was originally filled. Each Director chosen to fill a vacancy on the Board of Directors shall hold office until the next annual election of the Board of Directors and until his or her successor shall be elected and qualify.

4.7 No Right to Compensation

Directors shall serve without compensation. No Director resigning, and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the Cooperative) no Director removed, shall have any right to any compensation as such Director for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month or by the year or otherwise.

SECTION 5 - COMMITTEES

5.1 Committees

Subject to the limitations set forth in Section 55 of the Mass. Business Corporation Law and Section 5.6 below, the Board of Directors may from time to time delegate its powers to such committees of the Board of Directors (each a "Committee") and may set such criteria for eligibility of membership on such committees the Board of Directors may determine are appropriate, necessary and expedient.

5.2 Conduct of Business of a Committee

A Committee shall conduct its business so far as possible in the same manner as is provided by these bylaws for the Board of Directors. A majority of the members of a Committee shall constitute a quorum. Each Committee shall determine by majority vote the time and place of meetings and the notice required therefor. Each Committee shall keep records of its meetings in form and substance as may be directed by the Board of Directors.

5.3 Matters Requiring Review by a Committee

A Committee may set its own agenda, but it shall be required to consider any matter or action as may be directed by the full Board of Directors from time to time.

5.4 Reports to Full Board

From time to time upon request and at each meeting of the Board of Directors, each Committee shall make a full report of its actions and activities since the last meeting of the Board.

5.5 Right of Appeal to Full Board

If two members of a Committee object to the affirmative action taken by a Committee, they may appeal such decision within forty-eight hours of such action or vote by requesting a

special meeting of the full Board of Directors in accordance with Section 6.4. At such special meeting, the Board of Directors may overturn the action or vote of a Committee by a two-thirds vote.

5.6 Commissions and Advisory Committees

The Board of Directors may create and appoint persons to a commission, advisory committees or other such body which may or may not have Directors as members, which body may not act on behalf of the Cooperative or bind it to any action but may make recommendations to the Board of Directors or to the Officers of the Cooperative.

SECTION 6 - MEETINGS OF THE BOARD OF DIRECTORS

6.1 Place

All meetings of the Board of Directors shall be held at the principal office of the Cooperative or another location as shall be specified in the notice of meeting. Meetings of the directors may be conducted by telephone or by videoconference or electronic means on the condition that each Director in attendance at such meeting shall have the means to receive communications from and to provide communication to each other Director present at such meeting.

6.2 Annual and Regular Meetings

The Board of Directors shall meet at least quarterly for the transaction of any lawful business of the Cooperative, or such other day, time and place as shall be designated in the notice of meeting prescribed by Section 6.4 hereof. The Board may determine to meet more or less frequently in its discretion. Any regular meeting of the Board may be dispensed with or rescheduled by the Directors at any prior meeting of the Board. The June meeting of the Board shall be considered the annual meeting of the Board of Directors for the purposes of these bylaws and shall be held within The County of Dukes County, Massachusetts.

6.3 Special Meetings

The Chairman or two or more Directors, when such person(s) deem(s) it expedient and appropriate, may call a special meeting of the Board of Directors. At such special meeting, no business shall be considered or transacted other than as specified in the notice prescribed by Section 6.4.

6.4 Notice to Directors of Regular and Special Meetings

Notice of each meeting of the Board of Directors shall be given at least seven (7) days prior to each regular meeting and at least forty-eight (48) hours, not including Sundays and legal holidays, prior to a special meeting, by the Secretary of the Cooperative. Notice shall be in written or printed form and may be given by mail, facsimile, email or other delivery to each Director in person or addressed to the last known business, residential or email address, or facsimile number of such Director. Whenever any notice is required to be given by law or by these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice,

whether before or after the time stated therein, shall be deemed equivalent thereto and retained with the records of the meeting. Except as otherwise provided herein, a notice or waiver of notice of a regular or annual Board of Directors' meeting need not specify the purposes of the meeting. Notice shall be deemed to be given at the time when the notice is mailed, transmitted or otherwise issued.

6.5 Conduct of Meetings; Executive Session

At each meeting of the Board of Directors, the Chairman, or in the absence of the Chairman, the Secretary shall act as presiding officer. The Secretary, or in his or her absence, any Assistant Secretary or such other Director as the Board of Directors may determine, shall prepare or cause to be prepared minutes of all business transacted by the Board of Directors at each meeting. The Board of Directors may, in its discretion, open its meetings for attendance by members but reserves the right to conduct closed meetings of the Board of Directors, including for purposes of discussing sensitive, confidential or proprietary information. The Board of Directors shall notify the Members in advance of open meetings and shall make available on the website of the Cooperative the minutes of any opened meetings of the Board of Directors.

6.6 Quorum

A majority of the Directors shall constitute a quorum. The presence of less than a quorum may adjourn any meeting from time to time without further notice. The affirmative vote of a majority of a quorum present at a meeting shall be necessary for any action taken by the Board of Directors.

6.7 Vote of Interested Director

A Director who is himself or herself, or who has an immediate family member or partner who is a member, stockholder, trustee, director, officer, partner or employee of any firm, corporation or association with which the Cooperative contemplates contracting or transacting business shall disclose his or her relationship or interest to the other Directors acting upon or in reference to such contract or transaction. No Director so interested shall vote on such contract or transaction, but he or she may be counted for the purpose of determining a quorum. The affirmative vote of a majority of the disinterested Directors hereof shall be required before the Cooperative may enter into such contract or transaction.

In case the Cooperative enters into a contract or transacts business with any firm, corporation or association of which a Director is himself or herself, has an immediate family member or partner is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Director may have interests therein which are or might be adverse to the interests of the Cooperative. No Director having disclosed such adverse interest shall be liable to the Cooperative or to any creditor of the Cooperative or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Director be accountable for any gains or profits to be realized thereon.

SECTION 7 - OFFICERS

7.1 Selection

At its first meeting and at its annual meeting thereafter, the Board of Directors shall select from its members a Chair, Treasurer and Secretary and such other officers as the Board of Directors shall determine. The term of office for those so elected shall be one year and until their respective successors are elected and qualified.

7.2 Qualifications

Two or more offices may be held by the same person. The Secretary shall be a resident of Massachusetts unless a resident agent shall have been appointed pursuant to Massachusetts law.

7.3 Vacancies

Any vacancy occurring among the Officers, however caused, may be filled by the Board of Directors, for the unexpired portion of the term.

7.4 Removal

Any Officer of the Cooperative may be removed from office with or without cause by a majority vote of the Directors then in office at any annual or special meeting of the Board of Directors. An Officer may be removed for cause only after a reasonable notice and opportunity to be heard before the Board of Directors. An Officer who is removed from his or her office will at the same time be removed from all of his or her other positions in the Cooperative; provided, however, that an Officer may retain his or her Membership Obligations.

7.5 Resignation

Any Officer may resign at any time by giving his or her resignation in writing to the President, Treasurer, Secretary or any other Officer or Director of the Cooperative. An Officer may resign as officer without resigning from other positions in the Cooperative, including the position of Director.

7.6 President

The Board of Directors shall appoint a President to be the chief executive officer of the Cooperative and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. No member of the Board of Directors may hold the office of President.

7.7 Treasurer and Assistant Treasurer

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Cooperative and shall cause to be kept full and accurate books of account. He or she shall have custody of all funds, securities, and valuable documents of the Cooperative, except as the Board of Directors may otherwise provide. He or she shall

render a statement of the financial affairs of the Cooperative at each annual meeting of the Board of Directors and to the President upon request. In the absence or disability of the Treasurer, his or her powers and duties shall be performed by the Assistant Treasurer, if only one be elected, or, if more than one, the one designated for the purpose by the Board of Directors. Any Assistant Treasurer shall have such other powers and perform such other duties as the Board of Directors may from time to time designate.

7.8 Secretary and Assistant Secretaries

There shall be a clerk of the Cooperative who shall be referred to as the Secretary. The Secretary shall keep a record of the meetings of Directors and shall give such notices of meetings as are required by these bylaws. In the absence of the Secretary from any meeting of the Board of Directors, an Assistant Secretary if one be elected, otherwise a temporary Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary. An Assistant Secretary shall have such other powers and perform such other duties as the Board of Directors may from time to time designate.

SECTION 8 - INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Cooperative shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or Officer of the Cooperative against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her, in connection with the defense or disposition of any action suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while serving or thereafter, by reason of his or her being or having been such a Director, Officer, trustee, employee or agent, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Cooperative; provided, however that as to any matter disposed of by a compromise payment by such Director, Officer, trustee, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

(a) Such compromise shall be approved as in the best interests of the Cooperative, after notice that it involves such indemnification by a disinterested majority of the Directors then in office; or

(b) in the absence of action by disinterested Directors, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or Officer appears to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Cooperative.

Expenses including counsel fees, reasonably incurred by any such Director, Officer, trustee, employee or agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Cooperative in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the Cooperative if it is ultimately determined that indemnification for such expenses is not authorized under this Section. The right of indemnification hereby provided shall not be

exclusive of or affect any other rights to which any such Director, Officer, trustee, employee or agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, trustees, employees or agents may be entitled by contract or otherwise under law. As used in this Article the terms "director," "officer," and "trustee," "employee" and "agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, trustee, employee or agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

In addition, the Cooperative shall seek to obtain and maintain in full force and effect a policy of director's and officer's liability insurance (the "D&O Insurance") in commercially reasonable amounts from an established and reputable insurer. Notwithstanding the foregoing, the Cooperative shall have no obligation to obtain or maintain D&O Insurance if the Board of Directors determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided or the coverage provided by such insurance is so limited by exclusions that there is insufficient benefit from such insurance.

SECTION 9 - NATURE OF COOPERATIVE

The Cooperative shall be organized and shall conduct its business primarily for the mutual benefit of its Members as patrons of the Cooperative. Members shall have no individual or separate interest in the property or assets of the Cooperative except as provided herein.

SECTION 10 – RIGHTS AND OBLIGATIONS OF MEMBERS

In addition to the Membership Obligations referred to in Section 2.2, Members shall have the right to bind the Board of Directors with respect to the major decisions to be made by the Cooperative as set forth in Section 2.10 of these Bylaws. The Members shall have no voting rights or additional rights to influence the policies and decisions of the Cooperative other than as specified in Sections 2.10, 4.5 and 11.8 of these Bylaws.

SECTION 11- MISCELLANEOUS

11.1 Corporate Records

The original, or attested copies, of the Articles of Organization, bylaws and records of all meetings of the incorporators and Directors shall be kept in Massachusetts at the principal office of the Cooperative, at an office of its Secretary, at an office of its attorney, or at such other location as the Board of Directors may designate. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any Member or Director for any proper purpose and as required by law.

11.2 Fiscal Year

The fiscal year of the Cooperative shall begin on January 1 and end on December 31.

11.3 Execution of Papers

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the Cooperative shall be signed by at least two persons. Such persons shall either be an Officer of the Cooperative or persons as the Board of Directors may generally or in particular cases otherwise determine.

11.4 Evidence of Authority

A certificate by the Secretary or Assistant Secretary as to any matter relative to the Articles of Organization, bylaws, records of the proceedings of the incorporators, Board of Directors, or any committee of the Board of Directors, or as to any action taken by any person or persons as an Officer or agent of the Cooperative, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

11.5 Limitations on Compensation

Reasonable compensation may be paid to individuals for services rendered. No part of the net earnings of the Cooperative may inure to the benefit of any Director, Officer or other individual.

11.6 Services Furnished by Members

Members may provide services to the Cooperative and may receive reasonable compensation for such services.

11.7 Reports

The Cooperative shall prepare an annual report which shall be provided, without charge, to each of its Members no later than sixty days after the close of its fiscal year.

11.8 Amendments

These bylaws may be altered, amended or repealed, in whole or in part, by the affirmative vote of a majority of the Directors present and voting at any meeting, the notice of which contains a statement of the proposed alteration or amendment; provided that the Directors may not amend Sections 2.1, 2.2, 2.9, 2.10, 2.11 or Section 10 of these Bylaws without the consent of Members from whom responses to electronic polls conducted pursuant to Section 2.10 have been received. Notwithstanding anything else to the contrary in this Section 11.8, these bylaws may be altered, amended or repealed, in whole or in part, by two thirds (2/3rds) of all of the Members admitted to and in good standing with the Cooperative in accordance with the electronic polling procedures described in the following sentences. If at least fifty Members or five percent (5%) of the Members, (whichever is less) sign and deliver to the Board of Directors a written request for the amendment of these bylaws, including a description of the amendment sought, the Board of Directors may, in its discretion, deliver to all Members who have provided their electronic mail address an electronic poll submitting the request of such Members for the amendment of these bylaws. If two-thirds of all Members respond to such poll within the time designated in such poll and agree to such amendment, the Board of Directors shall, in its discretion, approve and effectuate such amendment.