

# *State of North Dakota*

## SECRETARY OF STATE



### Certificate of Good Standing of BASIN ELECTRIC POWER COOPERATIVE

SOS Control ID#: 0000003590

Certificate #: 022154627-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

BASIN ELECTRIC POWER COOPERATIVE

a Cooperative Association - Domestic was formed under the laws of NORTH DAKOTA and filed with this office effective May 5, 1961. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

**ACCORDINGLY**, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

**DATE:** August 2, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

Originally Adopted May 5, 1961  
Restated November 20, 1995  
Amended Effective Date April 17, 1998

**RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**BASIN ELECTRIC POWER COOPERATIVE**

The following Articles of Incorporation restate and supersede the Articles of Incorporation of Basin Electric Power Cooperative adopted May 5, 1961, and all amendments thereto.

**ARTICLE I**

The name of the Cooperative shall be BASIN ELECTRIC POWER COOPERATIVE.

The Cooperative is organized under Chapters 10-13 and 10-15 of the North Dakota Century Code.

The principal office of the Cooperative shall be located at Bismarck, in Burleigh County, State of North Dakota.

The name and address of the Agent of the Cooperative upon whom process may be served is Ronald R. Harper, Bismarck, North Dakota.

**ARTICLE II**

The purpose or purposes for which the Cooperative is organized are to engage in rural electrification and such other businesses as may be approved by resolution of the Membership adopted at any annual or special meeting of the Members and:

- a. To generate, manufacture, purchase, acquire and accumulate electric energy for its Members and to transmit, distribute, furnish, sell and dispose of such electric energy to its Members and Non-Members, and to construct, erect, purchase, lease as lessee and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and electric transmission and distribution lines or systems necessary, convenient or useful for carrying out and accomplishing any or all of the foregoing purposes;
- b. To form one or more subsidiary business organizations to provide such other services as may be permitted by law for the benefit of the Cooperative, its Members or Non-Members;

- c. To acquire, own, hold, use, exercise and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate and in any manner dispose of franchises, rights, privileges, licenses, rights-of-way and easements necessary, useful or appropriate to accomplish any or all of the purposes of the Cooperative;
- d. To purchase, receive, lease as lessee or in any other manner acquire, own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge or otherwise dispose of any and all real and personal property or any interest therein necessary, useful or appropriate to enable the Cooperative to accomplish any or all of its purposes;
- e. To borrow money, to make and issue bonds, notes and other evidences of indebtedness, secured or unsecured for moneys borrowed or in payment for property acquired or for any of the other objects or purposes of the Cooperative; to secure the payments of such bonds, notes or other evidences of indebtedness by mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges or permits of the Cooperative, wheresoever situated, acquired or to be acquired;
- f. To make advances and to extend credit to or for the account of its Members and to take any form of obligations or security therefore, to acquire, hold, transfer or pledge any note or other obligation, and to make any contract, endorsement or guaranty deemed desirable incident to the transfer or pledge of any such obligation, note or security; and
- g. 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 Acts under which the Cooperative is formed.

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 is 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 North Dakota, now or hereafter in force.

### **ARTICLE III**

The duration of the Cooperative shall be perpetual.

### **ARTICLE IV**

The business and affairs of the Cooperative shall be managed by a Board of not less than five (5) nor more than fifteen (15) Directors.

### **ARTICLE V**

This Cooperative is not organized for profit, and shall have no capital stock, but shall be a membership cooperative. There shall be four classes of membership in the Cooperative: Class A, Class B, Class C and Class D. The qualifications for membership and the rights and obligations thereof shall be as provided by law and as set forth in the Bylaws. Interest shall not be paid on the membership fee paid by the Member.

### **ARTICLE VI**

Upon dissolution or liquidation, after

- a. all debts and liabilities of the Cooperative shall have been paid,
- b. all capital furnished through patronage shall have been retired as provided in the Bylaws, and
- c. all membership fees shall have been repaid,

the remaining property and assets of the Cooperative shall be distributed among those Members which are Members on the date of dissolution in the proportion which the aggregate patronage of each such Member bears to the total patronage of all such Members, unless otherwise provided by law. Members of the Cooperative which (i) shall have withdrawn from membership, (ii) shall have been expelled from the Cooperative, or (iii) shall have been dissolved or whose corporate existence shall have expired, other than by reason of merger or consolidation with another Member, shall be deemed to have forfeited all interest in the Cooperative on and as of the date of withdrawal, expulsion or dissolution and shall not be entitled to any distribution upon dissolution of the Cooperative.

#### **ARTICLE VII**

The names and addresses of the original incorporators were as follows:

Arthur Jones  
Britton, South Dakota

Oliver G. Rose  
Nisland, South Dakota

John Irving  
Mount Ayr, Iowa

Jacob Nordberg  
Jacobson, Minnesota

Dennis Lindberg  
Odebolt, Iowa

C. R. Thiessen  
Lambert, Montana

Henry Swenson  
Columbus, North Dakota

Alfred J. Lien  
Platte, South Dakota

O. N. Gravgaard  
Hawick, Minnesota

Henry Meyerink  
Platte, South Dakota

Norman H. Andrew  
Jefferson, Iowa

Floyd Rasmussen  
Platte, South Dakota

Frank Wright  
Turton, South Dakota

Austin G. Zander  
Watertown, South Dakota

Oscar Torstenson  
Dawson, Minnesota

Charles E. Jewett  
Wibaux, Montana

Eddie H. Lake  
Montevideo, Minnesota

Lloyd D. Zimbrick  
Wheaton, Minnesota

Vernon C. Johnson  
Lake Andes, South Dakota

Walter M. Lohr  
Raymond, South Dakota

Ralph Dennis  
Canova, South Dakota

Ted Anderson  
Mitchell, South Dakota

Walter Smith  
Grand Rapids, Minnesota

R. M. St. Cyr  
Sidney, Montana

John J. Hyde  
Creston, Iowa

E. J. Dickinson  
Le Mars, Iowa

R. L. Potts  
Columbus, North Dakota

Richard Stoltenburg  
Watertown, South Dakota

Otto Richter  
South Shore, South Dakota

Harvey Bly  
Brandon, South Dakota

W. H. Van Orsdel  
Marion, South Dakota

George M. Hunter  
Madison, South Dakota

L. H. Jacobson  
Rapid City, South Dakota  
H. A. Pinkerton

Loyd Aten  
Tabor, South Dakota

Ralph A. Sapp  
Lake Preston, South Dakota

Wm. Raabe  
Tyndall, South Dakota

Pat Plummer  
Baker, Montana

Roger W. Giles  
Lake Preston, South Dakota

Maynard Opsahl  
Carpenter, South Dakota

Harold Nahr  
Stanley, North Dakota

Lyle Herriott  
Timber Lake, South Dakota

Leon Birdsall  
Berthold, North Dakota

Bernard R. Riley  
Salem, South Dakota

Arthur Gabel  
Spencer, South Dakota

Donald Waugh  
Salem, South Dakota

O. N. Benjamin, Jr.  
Valley City, North Dakota

Wm. H. Wisdom  
Des Moines, Iowa

Mrs. V. T. Hanlon  
Madison, South Dakota

Ransom Knutson  
Ralph, South Dakota

Ted Anderson  
Mitchell, South Dakota  
Otto A. Schneider

Redfield, South Dakota

Clarence Johnson  
Sturgis, South Dakota

Roger F. Johnson  
Armour, South Dakota

C. Peter Eggen  
Sisseton, South Dakota

Otto Krapf  
Cavour, South Dakota

Edward E. Wolter  
Anoka, Minnesota

Ellwood H. Johnson  
Minneapolis, Minnesota

Albert C. Hauffe  
Leola, South Dakota

Robert E. Monkman  
DeSmet, South Dakota

George W. Cornog  
Linton, North Dakota

McLaughlin, South Dakota

Herbert Weber  
Hazelton, North Dakota

Fritjof Fossum  
Claire City, South Dakota

Harlan M. Severson  
Madison, South Dakota

V. T. Hanlon  
Madison, South Dakota

Elmer Jorgenson  
Lemmon, South Dakota

Leroy D. Schecher  
Bison, South Dakota

G. T. Johnson  
Shade Hill, South

John H. Hubers, Jr.  
Harrison, South Dakota

Alfred Anderson  
Bison, South Dakota

#### **ARTICLE VIII**

The first Board of Directors was composed of eight (8) Members as follows:

#### **Name**

#### **Address**

Norman H. Andrew

Arthur Jones

Jacob Nordberg

Dennis Lindberg

O. N. Gravgaard

Oliver G. Rose

John Irving

Henry Swenson

Jefferson, Iowa

Britton, South Dakota

Jacobson, Minnesota

Odebolt, Iowa

Hawick, Minnesota

Nisland, South Dakota

Mt. Ayr, Iowa

Columbus, North Dakota

#### **ARTICLE IX**

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

- a. property which, in the judgment of the Board of Directors will be neither necessary nor useful in operating and maintaining the Cooperative's system; provided, however, that sales of such property shall not in any one year exceed in value five per centum of the value of all of the property of the Cooperative;
- b. services of all kinds, including electric energy; and
- c. personal property acquired for resale;

unless such sale, lease or other disposition is authorized at a meeting of the Members by the affirmative vote of at least two-thirds (2/3) of the entire membership which is eligible to vote at such meeting which vote shall be cast in person, and the notice of such proposed sale, lease or other disposition shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors, without authorization by the Members, shall have full power and authority to borrow money and in connection with such borrowing to authorize the making and issuance of bonds, notes or other evidences of indebtedness and, to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust upon, or the pledging or encumbrancing of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, all upon such terms and conditions as the Board of Directors shall determine.

#### **ARTICLE X**

The Cooperative may amend or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law.

# **BASIN ELECTRIC POWER COOPERATIVE**

## **CERTIFICATE**

I, Claire M. Olson, Assistant Secretary of Basin Electric Power Cooperative, certify that the attached is a true and correct copy of the Restated Articles of Incorporation of Basin Electric Power Cooperative, adopted by the Membership of Basin Electric Power Cooperative on March 8, 1998, at its notified Special Membership Meeting held in Nashville, Tennessee, and to be effective on April 17, 1998.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Cooperative on this 1st day of September, 2010.



  
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Claire M. Olson  
Assistant Secretary