

**AMENDED AND RESTATED BYLAWS
OF
SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.**

ARTICLE I - MEMBERSHIP

Section 1. Qualifications and Obligations.

- a) Any person, partnership, limited liability company, association, corporation, body politic, or any other legal entity, shall be a member (hereinafter called "member"), including all such users presently purchasing services and/or access to services from the San Luis Valley Rural Electric Cooperative, Inc. (hereinafter called the "Cooperative"), by: applying for, accepting, and purchasing electricity or access to electricity from the Cooperative, unless such customer shall decline to become a member by filing a written declination to become a member within ten (10) days of the commencement of service on a form to be supplied by the Cooperative. Membership shall cease when the customer no longer receives access to or electric service from the Cooperative.
- b) Every member is a vital and integral part of the Cooperative and the Cooperative's successful operation depends upon every member complying with the provisions of all documents governing members and their duties and obligations. All members are united in an interdependent relationship. Therefore, membership includes obligations and duties due to the Cooperative by the members including but not limited to the following. All members are bound by the Articles of Incorporation and Bylaws of the Cooperative and by such rules, regulations, policies, procedures, and tariffs as are adopted from time-to-time by the Board of Directors. Further, each member is obligated to and does hereby provide to the Cooperative, for no consideration to be paid by the Cooperative, such rights of way and easements as may be reasonable and necessary to the provision of the services of the Cooperative to the member and for its other operations including the provision of its services to other members and patrons, provided that the right of way or easement does not result in material detriment to the member's use of the property on or across which the right of way or easement is located. The terms and conditions of the use of those easements and rights of way shall be those that are usual and customary from time to time based on the general operating uses and procedures applicable to other similar rights of way and easements.

Section 2. Entity Membership. An entity membership shall include but not be limited to a membership of any of the following: partnership, limited partnership, limited liability partnership, corporation, limited liability company, association, body politic, or any other legal entity organized and existing under any applicable law. The term "member" as used in these Bylaws shall be deemed to include any of the above holding an entity membership and any provisions relating to the rights and liabilities of membership shall apply with respect to the entity. The following apply to entity memberships:

- a) Prior to any meeting of members, in the manner and at or before the time established by the Board of Directors of the Cooperative from time to time, each entity holding a membership shall provide the Cooperative with the identity of the individual to represent that member at such meeting and only that individual shall be recognized at that meeting for any purpose. If more than one designation is received, the Board of Directors, in its sole discretion, shall determine which designation shall be given effect. If no such designation is received with regard to a particular meeting, the last such designation by that member, if any, may be given effect hereunder by the Cooperative. If there is no effective designation, as determined by the Board of Directors in its sole discretion, that member shall be considered as having attended the meeting if any alleged representative is present but shall not be entitled to vote thereat on any issue or to take any other action of a member.
- b) The presence at a meeting of the person authorized to represent the entity holding membership shall be regarded as the presence of that member and shall constitute a waiver of notice of the meeting for that member.
- c) A waiver by the person authorized to represent the entity shall constitute an effective waiver for that member.
- d) Notice to the person authorized to represent the entity holding a membership shall constitute notice to the member.
- e) The withdrawal, expulsion, or dissolution of the entity shall terminate the entity membership.
- f) Only one officer, partner, shareholder, member, etc. of a particular entity may be elected or appointed as an officer or director of the Cooperative. If a person is an officer, shareholder, partner, member, etc. of two or more entities which are members, each entity of which such person is an officer, shareholder, partner, member, etc. shall be precluded from having another officer, shareholder, partner, member, etc. of that entity elected or appointed as an officer or director of the Cooperative until such time as no other officer, shareholder, partner, member, etc. of such entity is serving as an officer or director of the Cooperative.

Section 3. Joint Membership. Two individuals in the same household may hold a joint membership. The term "member" as used in these Bylaws shall be deemed to include two individuals 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. The following shall apply to joint membership:

- a) The presence at a meeting of either or both shall be regarded as the presence of one member and shall constitute a joint waiver of notice of the meeting.
- b) The vote of either separately or both jointly shall constitute one vote and if they shall not agree, they shall be considered to have abstained.
- c) A waiver of either separately or both jointly 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.

Section 4. Conversion to Joint Membership. A membership of a person may be converted to a joint membership with another individual living in the same household upon the written request of the holder thereof and the agreement by such holder and the other individual to comply with the Articles of Incorporation, Bylaws, rules and regulations adopted by the Board of Directors. Upon the death of either individual who is a party to a joint membership, such membership shall be held solely by the survivor. However, the estate of the deceased shall not be released from and shall be jointly and severally liable for any debts due to the Cooperative.

Section 5. Production and Use of Electricity and Other Services. The Cooperative shall use reasonable diligence to furnish its members with adequate and dependable electric service, although it cannot and, therefore, does not guarantee a continuous and uninterrupted supply thereof. Production or use of electric energy on a member's premises, regardless of the source thereof, by any means or facilities which will be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative or any regulatory body with authority relating thereto. The Cooperative may also provide and sell such other products and services permitted under its designation as an entity under Section 501(c)(12) of the Internal Revenue Code of 1986 as amended, as determined by its board of directors, including, but not limited to the telecom and broadband (collectively "telecom") business.

ARTICLE II - MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members of the Cooperative shall be held on the second Tuesday of June of each year at 7:00 PM, or at such other time and date as the Board of Directors may determine and at such place as the Board of Directors may fix, for the purpose of electing directors, passing upon reports covering the previous fiscal year, and transacting such other business that may come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called by the President of the Board, by the Board of Directors, or by a petition signed by not less than one-fifth (1/5) of all the members of the Cooperative. Special meetings of the members may be held at any place within the service territory of the Cooperative.

Section 3. Notice of Meetings of Members. Written or electronic notice stating the place, day, and hour of each meeting of the members, and the purposes for which the meeting is called, shall be delivered to each member, not less than ten (10) days nor more than sixty (60) days before the date of the meeting. A written notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at the member's address as it appears on the records of the Cooperative, with postage thereupon prepaid. An electronic notice shall be deemed delivered when the email or other electronic notice is sent to the member's electronic contact information as it appears on the records of the Cooperative.

A written waiver of notice may be signed by a member entitled to notice of that meeting before, at, or after the time of such meeting shall be effective to waive the above notice requirement. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting to contest the meeting being called or convened. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

Section 4. Notice of Member Initiated Action. If a member desires that any action be considered or taken at an annual or special meeting of the members, the member shall deliver a complete written statement of the proposed issue or action to the Secretary of the Cooperative not less than sixty (60) days prior to the meeting at which such action is to be considered. The statement shall be signed by not less than fifteen (15) members. If not delivered as required, the

proposed action shall not be considered at that meeting unless the Board of Directors, after reviewing the statement, determines that reasonable and adequate notice of the proposed action can and should be given to the membership in a manner that allows reasonable consideration thereof by the membership prior to any action proposed to be taken. Further, even if timely submitted, the Board of Directors shall make such determinations as it decides appropriate with respect to whether the proposed action shall be submitted to the members at the meeting including but not limited to a determination that the proposed action is not within the authority or province of the membership to consider or act upon. Notwithstanding a member complying with the foregoing, any such proposed action shall remain subject to appropriate rulings of the president of the meeting at which it is proposed to be considered.

Section 5. Record Date for Determination of Members. In order to make a determination of members entitled to notice of or to vote at any members' meeting or at any adjournment of a members' meeting, entitled to demand a special members' meeting, entitled to take any other action, or for any other purpose, the board of directors may fix a future date as the record date for such determination of members. The record date may not be fixed more than sixty (60) days before the date of the proposed action. Unless otherwise specified when the record date is fixed, the time of day for determination of members shall be the Cooperative's close of business on the record date. A determination of members entitled to be given notice of or to vote at a members' meeting is effective for any adjournment of the meeting unless the board of directors fixes a new record date, which the board shall do if the meeting is adjourned to a date more than sixty (60) days after the date fixed for the original meeting. If no record date is otherwise fixed, the record date for determining members entitled to demand a special members' meeting is the later of the date of the earliest of the demands pursuant to which the meeting is called, or the date that is sixty (60) days before the date the first of such demands is received by the Cooperative.

Section 6. Quorum. At all meetings of the members, a quorum of Members is fifty (50) entitled to vote on a matter, voting in person, by mail ballot, or by electronic ballot ("Member Quorum.") If less than a Member Quorum is established at any meeting of the members, a majority of those present may adjourn the meeting from time to time without further notice. If at said meeting a quorum is at any time established, a quorum shall be deemed constituted throughout such meeting, regardless of the physical presence of members thereafter.

Section 7. Voting. Each member shall be entitled to one vote upon each question submitted to a vote at a meeting of the membership. At all meetings of the members at which a Member Quorum is established all questions shall be decided by a vote of a majority of the members voting thereon in person, and when authorized by resolution of the Board of Directors, by written mail ballot or via electronic ballot through a secure and verifiable electronic transmission system.

When authorized by the Board of Directors, mail voting shall be in writing on ballots provided by the Cooperative. The mail ballot shall be voted by the member and deposited in a return envelope which must be signed by the voting member and mailed back to the Cooperative.

When authorized by the Board of Directors, an electronic ballot shall be submitted through a verifiable electronic transmission system and such vote shall be electronically signed or electronically acknowledged by such member.

A member who has voted by Mail Ballot or Electronic Ballot shall not be entitled to vote in person at the meeting of the members.

Directors shall be elected by a plurality vote of the members. Notwithstanding the foregoing, if the number of people nominated for directors is less than or equal to the number of vacancies, the Board of Directors may cancel the balloting for the election and move that the people nominated as directors be elected by acclamation by the members at the annual meeting.

Section 8. Voting List. After a record date is fixed for a members' meeting, the secretary shall prepare a list of the names of all its members that are entitled to be given notice of the meeting. The list shall be alphabetical and shall show the address of each member. The members' list shall be available for inspection to members as provided under Colorado law.

Section 9. 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 as follows:

- a) Verification of quorum by the Credentials Committee.
- b) Call to Order.
- c) Presentation and reading of unapproved minutes of previous meetings of the membership and the taking of necessary action thereon.
- d) Presentation and consideration of the acting upon reports of officers, directors and committees.

- e) Election of Directors.
- f) Unfinished Business.
- g) New Business.
- h) Adjournment.

This agenda may be amended or altered as may be necessary for the orderly conduct of business by resolution of the Board of Directors.

ARTICLE III - DIRECTORS

Section 1. General Powers. The business and affairs of the Cooperative shall be carried out under the supervision and at the direction of the Board of Directors which shall exercise all of the powers of the Cooperative except such as are by law, the Articles of Incorporation or these Bylaws conferred upon or reserved to the members.

Section 2. Number and Qualifications. The number of the directors of the Cooperative shall be seven (7). To be eligible to become or remain a director of the Cooperative, a person must:

- a) Be a member
- b) Be a bona fide resident in and receive electric service from the Cooperative in the district with respect to which the person is or is to be elected as the districts are defined in section three (3) of this article. If the person is or is to be elected because of that person's relationship to an entity that is a member as described in Article I, the individual must be a bona fide resident of and either the individual or the entity must receive service from the Cooperative in the district with respect to which the individual is or is to be elected.
- c) Not, in any way, be employed by or financially interested in a competing enterprise, or a business selling electric energy or supplies to the Cooperative.
- d) Not currently employed by the Cooperative.
- e) Not having been employed by the Cooperative within the preceding one year.
- f) Must not be a holder of any elected public office for which wage, salary or per diem is received in excess of \$500.00 per year.
- g) With respect to any person that is or is to be elected a director of the Cooperative because of that person's relationship to an entity that is a member as described in Article I, present to the Cooperative, at or before the time the person is nominated and during all times the person occupies the position of director, maintain on file with the Cooperative a written authorization from that entity in a form reasonably acceptable to the Cooperative as provided in Colorado Revised Statutes section 7-55-104 and any succeeding similar provision of law.

Upon establishment of the fact that a director is holding office in violation of any of the foregoing provisions, the Board of Directors shall remove such director from office.

Section 3. Election and Term of Office. At the annual meeting of the membership, Directors shall be elected by a simple plurality vote from the membership of the Cooperative to serve for a period of four (4) years or until their respective successors have been elected and qualified. The Directors shall be elected by districts which shall be composed of the following:

District No. 1	-	Rio Grande County
District No. 2	-	Costilla County
District No. 3	-	Saguache County
District No. 4	-	Alamosa County
District No. 5	-	Conejos County
District No. 6	-	Mineral/Hinsdale County
District No. 7	-	Member-at-Large ¹

At the annual meeting beginning in 2017, directors shall be elected from Districts No. 3 and 5. Thereafter, one or two directors shall be elected at each annual meeting so that each district has director elections every four years. The rotation for the second year shall be an election for District No. 6, for the third year for Districts No. 1 and 7, for the fourth year for Districts No. 2 and 4, and for the fifth year the cycle begins again for Districts No. 3 and 5. Thereafter, the rotation of elections shall continue in the same sequence.

Section 4. Nominations by Membership. Any fifteen (15) or more members acting together may make nominations for any director position to be elected by written petition signed by such members submitted to the secretary of the Cooperative not less than sixty (60) days prior to the annual meeting of the membership. Petitions shall be available at the Cooperative's principal office not less than 90 days prior to the annual meeting of the membership. The petition shall be accompanied by the written acceptance of the member nominated. Upon receipt of a petition and

acceptance, the secretary of the Cooperative shall determine if the petition contains adequate signatures of members and whether the nominee is eligible for the office for which he or she is nominated and, if the secretary determines that both of the foregoing criteria are satisfied, shall cause such nominations to be posted at the Cooperative's principal office and the names of all members so nominated shall be included with any information concerning said nominee's qualifications reasonably available to the secretary and shall be included with the notice to the members as specified in Article II. No member may sign nominating petitions for more than one (1) candidate per district. **Nominations from the floor at an annual meeting for the position of director shall not be permitted.**

Section 5. Removal of Directors. The following provisions apply to removal of directors: Any of the directors may be removed for cause by the Board of Directors at any special meeting of the Directors called for that purpose. If it is proposed that a Director be removed for just cause, the Director or Directors making the proposal shall submit their statement of cause in writing to the President who shall deliver it or cause it to be delivered to the Director whose removal is proposed and shall call a special meeting of the Directors to consider such proposal. If the Director who is the subject of the proposed removal is the President, the statement shall be delivered to the Vice-President who shall carry out the duties of the President hereunder with regard to the proposed removal. The statement of cause shall be delivered at least ten (10) business days prior to the meeting at which the removal will be considered. For cause shall include missing three (3) consecutive meetings of the Board of Directors without an excuse approved by the President and such other conduct or circumstances as may be further set forth in policies adopted by the Board of Directors and in Section 5(b) of these Bylaws.

- a) Any director may be removed for cause at any time by the members pursuant to the procedure specified in this section. Ten percent (10%) or more of the members may bring charges requesting the removal of a director by filing a petition with the Cooperative's Secretary or Assistant Secretary in writing, specifying in detail the changes constituting the cause for removal. Such petition must be signed by at least ten percent (10%) of the members. No petition for removal shall specify charges against more than one director. If the removal of more than one director is requested, a separate petition for each director sought to be removed must be filed. The term "for cause" as used in this section is defined as malfeasance, misfeasance or nonfeasance adversely affecting the Cooperative's interest. "Malfeasance" is the doing of an act which is wholly wrongful and/or unlawful. "Misfeasance" is the improper doing of an act which a person may lawfully do. "Nonfeasance" means the omission of an act which a person ought to do. "For cause" does not mean conduct or decisions made in good faith with a reasonable basis for believing that the action authorized was in the lawful and legitimate furtherance of the Cooperative's business.

The Cooperative's Secretary or Assistant Secretary shall, upon receipt of a written petition signed by at least ten percent (10%) of the Cooperative's members, transmit such petition to the entire Board of Directors for consideration at the board's next meeting at which a quorum is present. The directors present, providing they constitute a majority of the Board of Directors, who have no charges brought against them, by majority vote shall determine if there be cause. If the majority find that cause, as defined in this section, has been stated in such petition, the request for removal shall be presented at the next regular or special meeting of the members. Such a meeting shall be held within ninety (90) days of a finding of cause. In the event there is not a majority of the Board of Directors present against whom no charges have been brought, then such petition shall be referred by the Cooperative's President, to an attorney at law, duly licensed to practice in the State of Colorado for at least five (5) years, for a determination as to whether or not cause, as defined in this section, has been stated in such petition. If charges have been brought against the Cooperative's President, then such referral shall be made by the Cooperative's General Manager. Any attorney who has previously represented this Cooperative shall not be eligible to be appointed as provided herein. In the event such attorney finds that cause, as defined in this section, has been stated in such petition, the requested removal shall be presented in the manner hereinbefore stated. Written notice shall be given to all of the Cooperative's members within thirty (30) days from the time such petition is presented, that cause, as defined in this section, has been stated or has not been stated against a director in such petition. In the event both the President and Vice President have had charges brought against them, then at any meeting of the members at which such charges are to be presented, the Board of Directors shall, by resolution, designate a parliamentarian to conduct that portion of the meeting at which charges are to be heard.

Within thirty (30) days after the meeting of members, mail ballots will be distributed to all members of record. A plurality vote of the members voting thereon by mail is required to effect such removal; except that the vote for removal by at least ten percent (10%) of the members is required to effect such removal. Any vacancy in the Board of Directors created by such removal shall be filled in the manner specified in Section 6 of this article for the remaining term of said Director. However, in the event a majority of the Board of Directors has been removed from the Board of Directors, an election for directors will be held within ninety (90) days, pursuant to Section 4 of Article III. Until new directors can be elected, one-third of the Board of Directors shall constitute a quorum. If more than

two-thirds of the Board of Directors has been removed, the General Manager shall assume control of the business and affairs of the Cooperative, to the extent permitted by law, until the election can be held.

- b) Any Director whose removal is proposed and the persons bringing the charges against the Director shall be provided an opportunity to be heard at any meeting of the Board of Directors or the members called for such purpose.

Section 6. Vacancies. Vacancies occurring in the Board of Directors of the Cooperative may be filled by a majority vote of the remaining directors. A Director elected to fill a vacancy shall serve for the remainder of the unexpired term of the vacancy or until his or her successor shall have been elected and qualified.

Section 7. Compensation. Directors are not employees of the Cooperative and shall not receive any stated salary for their services but, by resolution of the Board of Directors, a fixed sum and expenses of attendance may be allowed for attendance at each meeting of the Board of Directors and such other meetings, hearings, or sessions or other actions or requirements of the position as may be authorized by the Board. Nothing contained herein shall be construed to preclude any director from serving the Cooperative in any Board capacity and receiving compensation therefore.

Section 8. Rules and Regulations. The Board of Directors shall have the power to make and adopt such rules and regulations, policies, procedures and tariffs, not inconsistent with the Articles of Incorporation or the Bylaws of the Cooperative, or with the laws of the State of Colorado as it may deem advisable for the management, administration, and regulations of the business and affairs of the Cooperative.

Section 9. Accounting System and Reports. The Board of Directors shall cause to be established and maintained a complete accounting system which, among other things, subject to the laws of the State of Colorado and the rules and regulations of any regulatory body having authority with respect thereto, shall conform to such system of accounts as may from time to time be designated by the appropriate regulatory and lending agencies. The Board shall cause an audit of the financial statements of the Cooperative to be made by a Certified Public Accountant specializing in rural electric systems. The latest such audit report shall be available for inspection by any member of the Cooperative at the office of the Cooperative during normal working hours.

Section 10. Committees. The Board of Directors may, by resolution passed by a majority of the members of the Board of Directors then in office, designate two or more of their number as an executive committee which committee shall have and exercise the powers of the Board of Directors between meetings of the Board of Directors as the committee determines reasonable and necessary but in no case shall the committee act to the exclusion of the Board of Directors. The Board may appoint such other committees, which are not inconsistent with the Articles of Incorporation or Bylaws of the Cooperative.

ARTICLE IV - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held monthly at the principal place of business of the Cooperative or such other location and at such time as the Board may provide by resolution.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any two directors provided, however, that in the event the place fixed for a special meeting of the Board is other than in one of the counties of Alamosa, Conejos, Costilla, Mineral, Rio Grande, or Saguache, State of Colorado, such special meeting may be called only by a majority of the directors. The person or persons calling a special meeting of the Board of Directors shall fix the time and place for the holding of any special meeting of the Board of Directors called by them subject to the limitations concerning location and notice provided in these Bylaws.

Section 3. Notice. Notice of regular and special meetings of the Board of Directors, together with a copy of the agenda for such meeting, and the date, time and location of the meeting, shall be posted in every service office maintained by the Cooperative at least ten (10) days before the meeting for a regular meeting and as soon as the meeting is scheduled for a special meeting. Copies of such agenda shall be available at each service office for members and consumers. If a meeting is postponed or canceled, notice of the postponement or cancellation shall immediately be posted on the Cooperative's website.

Section 4. Quorum and Attendance. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. A director may attend a meeting electronically and such attendance shall be counted to determine if a quorum is present. Members may also attend directors' meetings electronically.

Section 5. Manner of Acting. The act of the majority of the directors at a meeting at which a quorum is present shall be the act of the Board of Directors.

ARTICLE V - OFFICERS AND EMPLOYEES

Section 1. Number. The officers of the Cooperative shall be a president, a vice-president, a secretary, a treasurer, and such assistant officers as may be determined from time to time by the Board of Directors.

Section 2. Election and Term of Office; Qualifications. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. 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 or her successor shall have been duly elected and shall have qualified. Only directors of the Cooperative shall qualify for the offices of president and vice-president. No person shall continue to hold office in the Cooperative after he or she shall have ceased to be qualified for such office.

Section 3. Removal. 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 interests of the Cooperative would be served thereby.

Section 4. Vacancies. Except as otherwise provided in these Bylaws, a vacancy in any office may be filled by the Board of Directors for the unexpired portion of its term.

Section 5. President.

The President:

- a) Shall be the chairperson of the Board of Directors of the Cooperative.
- b) Shall preside at all meetings of the members and the Board of Directors.
- c) Shall designate in writing, if more than one vice-president is elected, the vice-president authorized to act for the president during the absence or inability to act for the president as long as the scope of the authority of the several vice-chairmen is not overlapping and conflicting.
- d) Shall sign, with the secretary, any deeds, mortgages, deeds of trusts, notes, bonds, contracts, or other instruments authorized by the Board of Directors to be executed except in cases in which the signing and execution thereof shall be 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.
- e) Shall perform all duties incident to the offices of president and chairperson and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President.

The Vice-President:

- a) Shall be vice-chairperson of the Board of Directors.
- b) In the absence of the president, or in the event of his or her inability to act, the vice-president shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall have such other authority and shall perform such other duties as the president may delegate to him or her from time to time.

Section 7. Secretary.

The Secretary:

- a) Shall keep the minutes of the meetings of the members and of the Board of Directors.
- b) Shall see that all notices are duly given in accordance with these Bylaws or as required by law.
- c) Shall be custodian of the corporate records and the seal of the Cooperative and shall see that the seal is affixed to all documents the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these Bylaws or by law.
- d) Shall keep a register of the post office address of each member which shall be furnished by each member.
- e) Shall have general charge of the books of the Cooperative in which a record of the members is kept.
- f) Shall keep on file at all times a complete copy of these Bylaws 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 these Bylaws and all amendments thereto to each member.
- g) Shall in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president.

Section 8. Treasurer.

The Treasurer:

- a) Shall have charge and custody of and be responsible for all funds and securities of the Cooperative;
- b) Shall receive and receipt for moneys due and payable to the Cooperative from any source whatsoever, and shall deposit all such moneys in the name of the Cooperative in such depositories as shall be selected in accordance with the provisions of these Bylaws; and
- c) Shall in general, perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president.

Section 9. Assistant Officers. The Board of Directors may elect such assistant officers as it may determine including one or more assistant officers to each principal officer provided for by these Bylaws. Each such assistant officer shall have the authority as shall be delegated to him or her and shall perform such duties as shall be assigned to him or her by the Board of Directors.

Section 10. Bonds of Officers. The Board of Directors may require the treasurer or any other officer or employee of the Cooperative charged with responsibility for the custody of any of its funds or property to be bonded in such sum and with such surety as the Board of Directors shall determine.

Section 11. Reports. The treasurer of the Cooperative and such other officers as the Board of Directors shall so direct shall submit at each annual meeting of the members reports covering the business of the Cooperative for the fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

ARTICLE VI - CONTRACTS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officers 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. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers of the Cooperative and in such manner as shall from time to time be determined by 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 depositories as the Board of Directors may select.

Section 4. Lending. The Cooperative may advance or lend moneys to any person or persons, including its members or consumers as authorized from time to time by the Board of Directors in either a general or specific manner and as provided by applicable law and rules and regulations.

ARTICLE VII - NON-PROFIT ORGANIZATION

Section 1. Interest or Dividends on Capital Prohibited. The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

Section 2. Patronage Capital in Connection with Patronage Business.

- a) Patron. A patron of the cooperative is a:
 - 1) Member of the Cooperative; or
 - 2) Non-member person or entity who purchases electrical service or telecom services of the Cooperative.
- b) Patronage Dividends. In the furnishing of electrical service and telecom services to its patrons, the Cooperative's operations shall be so conducted that all patrons, members and non-members alike, 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 patrons, members and non-members alike, for all amounts received and receivable from the furnishing of its electric service and telecom services and to declare a patronage dividend in an amount equal to the Cooperative's federal taxable income from its patronage sourced business done with or for its patrons (computed before the reduction for patronage dividends paid by the Cooperative and taking into account paragraphs (c) and (d) of this Section 2). All such patronage sourced income is received by the Cooperative with the understanding that it is furnished by the patrons as capital at the moment of receipt by the Cooperative. The books and records of the Cooperative shall be maintained in such a manner that at the end of each fiscal year the amount of capital furnished by each patron is clearly reflected and credited to an appropriate record of the capital account of each patron, and the Cooperative shall, within a reasonable time after the close of the fiscal year, notify each patron of the amount of capital so credited to their account. All such amounts credited to the capital account of any patron shall have the same status as though they

had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts of capital.

- c) Allocation of Patronage Dividends. The Board of Directors shall have complete discretion and authority to determine the Cooperative's federal taxable income from its patronage sourced business done with or for its patrons, including:
 - 1) whether such federal taxable income is computed on an aggregate basis, treating the provision of electric service and the telecom services as a single allocation pool;
 - 2) whether such federal taxable income is computed on a separate basis, treating the provision of electric service and the telecom services as different allocation pools;
 - 3) how such federal taxable income is to be allocated among patrons, including whether the allocation is based on volume or value of patronage or other factors; and
 - 4) if applicable, the allocation of expenses between the electric service and telecom services allocation pools.
- d) Allocation of Losses. The Board of Directors shall have complete discretion and authority to determine the handling and ultimate disposition of the Cooperative's patronage sourced losses, as well as the form, priority and manner in which such losses or portions thereof shall be taken into account, retained and ultimately disposed of or recovered. Without limiting the generality of the foregoing, the Board of Directors may determine to cause any such patronage losses to be retained by the Cooperative and subsequently disposed of:
 - 1) By offsetting other pools of income;
 - 2) By offset against net earnings of the Cooperative in one or more subsequent years;
 - 3) By application to the patronage allocations of the Cooperative for one or more prior years through offset and cancellation against patrons' capital credits or other equity account balances; or
 - 4) By any other method of disposition (or combination of methods) as the Board of Directors, in its sole discretion, shall determine from time to time to be in the Cooperative's best interest.
- e) Retirement of Patronage Capital. The Board of Directors, in its discretion and acting under a policy of general application, may retire equity capital in the Cooperative at any time and in any manner that it so chooses; provided however, that the financial condition of the Cooperative will not be impaired thereby and that it does so in accordance with applicable law and regulatory restrictions and requirements. Also, notwithstanding any other provision of these Bylaws, the Board of Directors, at their discretion, shall have the right, but not the duty, to accelerate the retirement of capital credits of any member, patron or other person who has defaulted on any obligation of indebtedness due and owing to the Cooperative.
- f) Assignment of Patronage Capital. Patronage capital credited to the account of each patron may be assigned or transferred only upon the books of the Cooperative and only to successors in interest or successors in occupancy in all or part of such patron's premises served by the Cooperative unless the Board, acting in its discretion and acting under policies of general application, shall determine otherwise, upon:
 - 1) A patron delivering a written assignment or transfer to the Cooperative; and
 - 2) The patron complying with any other reasonable requirement determined by the Board of Directors; and
 - 3) The Board of Directors approving the assignment or transfer.
- g) Retirement upon Death of Patron. Notwithstanding any other provisions of these Bylaws, the Board of Directors, at their discretion, shall have the power at any time upon the death of any patron who was a natural person, if his or her legal representatives of the estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Directors, in their discretion and acting under policies of general application, and the legal representative of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

Section 3. Lien. To secure the payment of all indebtedness of any member, patron or other person to the Cooperative, the Cooperative shall have a first lien on the capital credits, capital investments, and other property rights and interests, if any, outstanding on its books for all indebtedness of such member, patron or other person to the Cooperative. Upon request by the Cooperative, members or patrons shall execute security agreements, financing statements, and other instruments and documents reflecting the security interest or necessary to perfect that interest. As one means of enforcing its lien, the Cooperative shall be entitled to offset or recoup, at any time, at the sole discretion of the Board of Directors, any debt of a member, patron or other person to the Cooperative with a corresponding amount of the member's, patron's or other person's capital credit, capital investments and other property rights and interests, if any, in the Cooperative. No capital credited to the account of a patron shall be assignable by such patron as collateral or security for any obligation of any nature of that patron to any person, entity or organization other than the Cooperative.

Section 4. Offsets. At any time capital credited to a patron's account is otherwise payable, the Cooperative may set that payment off against or recoup for any amounts due to or owed to the Cooperative by the payee or the payee's predecessors and successors in interest no matter the nature of the obligation due the Cooperative or when the obligation arose. However, no patron or other person qualified to share in allocations or payment of the Cooperative's capital investments, net margins or other property rights and interests shall be entitled to demand offset of or entitled to

recoupment as to any portion of such person's allocated share of capital investments, net margins, or other property rights and interests retained by the Cooperative against any indebtedness or claim due to the Cooperative from such person.

Section 5. Dissolution, Reorganization or Merger of the Cooperative. The Cooperative may enter into a merger or similar transaction, be acquired by another organization, sell all or substantially all of its assets or be dissolved and its affairs terminated voluntarily by a two-thirds (2/3) majority vote of the members present and voting in person or by mail ballot at a regular or special meeting of the members if the notice of the meeting states that the purpose of such meeting includes the consideration of any such transaction. The Board of Directors by a two-thirds (2/3) majority vote of its members shall first adopt a resolution recommending such action and calling for submission of the issue to the members stating the reasons why such action is deemed advisable. If the action is dissolution, the resolution shall also state the time by which dissolution is to be accomplished and shall name three members of the Cooperative to act as trustees in liquidation who shall have full power to do all things necessary in liquidation and termination of the affairs of the Cooperative. Upon approval of a resolution to dissolve by the members, the Board of Directors shall file the statement of intent to dissolve with the Secretary of State and pay the applicable fees therefore. A certified copy of the statement of intent to dissolve shall be filed with the county clerk in the county where the principal place of business of the Cooperative is located. All powers of the directors shall cease and the persons appointed shall proceed to terminate the affairs of the Cooperative and realize upon its assets, pay its debts, and divide the remaining money among the members and holders of equity as set forth in these Bylaws. In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid and outstanding capital credits have been retired, the remaining money, if any, shall be divided among the members and holders of equity in proportion to the distribution of capital credits. The Board of Directors may adopt such policies as it may deem appropriate to govern the transactions covered by this Article VII, Section 5.

ARTICLE VIII - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 1. Definitions. As used in this Article:

- a) "Cooperative" includes any domestic or foreign entity that is a predecessor of the Cooperative by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
- b) "Director" means an individual who is or was a director of the Cooperative or an individual who, while a director of the Cooperative, is or was serving at the Cooperative's request as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Cooperative's request if his or her duties to the Cooperative also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.
- c) "Expenses" includes counsel fees.
- d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses.
- e) "Official capacity" means, when used with respect to a director, the office of director in the Cooperative and, when used with respect to a person other than a director, the office in the Cooperative held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Cooperative. "Official capacity" does not include service for any other domestic or foreign corporation or other person or employee benefit plan.
- f) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.
- g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

Section 2. Authority to Indemnify Directors.

- a) Except as otherwise provided herein, the Cooperative may indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:
 - 1) The person conducted himself or herself in good faith; and
 - 2) The person reasonably believed:
 - (i) In the case of conduct in an official capacity with the Cooperative, that his or her conduct was in the Cooperative's best interests; and
 - (ii) In all other cases, that his or her conduct was at least not opposed to the Cooperative's best interests; and
 - 3) In the case of any criminal proceeding, the person had no reasonable cause to believe his or her conduct was unlawful.

- b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements hereof. A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of this Article.
- c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Article.
- d) Except to the extent authorized by a court as provided in this Article, the Cooperative may not indemnify a director under this Article.
 - 1) In connection with a proceeding by or in the right of the Cooperative in which the director was adjudged liable to the Cooperative; or
 - 2) In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged liable on the basis that he or she derived an improper personal benefit.
- e) Indemnification permitted hereunder in connection with a proceeding by or in the right of the Cooperative is limited to reasonable expenses incurred in connection with the proceeding.

Section 3. Mandatory Indemnification of Directors. The Cooperative shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, against reasonable expenses incurred by him or her in connection with the proceeding.

Section 4. Advance of Expenses to Directors.

- a) The Cooperative may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:
 - 1) The director furnishes to the Cooperative a written affirmation of the director's good faith belief that he or she has met the standard of conduct described herein.
 - 2) The director furnishes to the Cooperative a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct.
 - 3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.
- b) The undertaking above shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.
- c) Determinations and authorizations of payments under this Section shall be made in the manner specified in Section 6 below.

Section 5. Court-ordered Indemnification of Directors. A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

- a) If it determines that the director is entitled to mandatory indemnification under Section 3, the court shall order indemnification, in which case the court shall also order the Cooperative to pay the director's reasonable expenses incurred to obtain court-ordered indemnification.
- b) If it determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth herein or was adjudged liable in the circumstances described in Section 2d, the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 2d is limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 6. Determination and Authorization of Indemnification of Directors.

- a) Except to the extent authorized by a court as provided in Section 5, the Cooperative shall not indemnify a director under Section 2 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth therein. The Cooperative shall not advance expenses to a director under Section 4 unless authorized in the specific case after the written affirmation and undertaking required by that Section are received and the determination required by that Section has been made.
- b) The determinations required by this Article shall be made:

- 1) By the Board of Directors by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or
 - 2) If a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors designated by the Board of Directors, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.
- c) If a quorum is obtained or a committee is designated, if a majority of the directors constituting such quorum or such committee so directs, the determination required to be made by this Section shall be made:
- 1) By independent legal counsel selected by a vote of the Board of Directors or the committee or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full Board of Directors; or
 - 2) By the members.
- d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification, and advance of expenses shall be made by the body that selected such counsel.

Section 7. Indemnification of Officers, Employees, Fiduciaries, and Agents.

- a) An officer is entitled to mandatory indemnification under Section 3 and is entitled to apply for court ordered indemnification under Section 5, in each case to the same extent as a director; and
- b) The Cooperative may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Cooperative to the same extent as to a director; and
- c) The Cooperative may also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent than is provided in these Bylaws, if not inconsistent with public policy, and if provided for by general or specific action of the Board of Directors or members or by contract.

Section 8. Insurance. The Cooperative may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Cooperative, or who, while a director, officer, employee, fiduciary, or agent of the Cooperative, is or was serving at the request of the Cooperative as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the Cooperative would have power to indemnify the person against the same liability under Section 2, 3, or 7. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Cooperative has an equity or any other interest through stock ownership or otherwise.

Section 9. Notice to Members of Indemnification of Director. If the Cooperative indemnifies or advances expenses to a director under this Article in connection with a proceeding by or in the right of the Cooperative, the Cooperative shall give written notice of the indemnification or advance to the members with or before the notice of the next members' meeting. If the next member action is taken without a meeting at the instigation of the Board of Directors, such notice shall be given to the members at or before the time the first member signs a writing consenting to such action.

Section 10. Expenses as a Witness. The Cooperative may pay or reimburse expenses incurred by a director, officer, employee, fiduciary, or agent in connection with an appearance as a witness in a Proceeding at a time when he or she has not been made a named defendant or respondent in the Proceeding.

Section 11. Limitation of Liability. A director or officer is not liable in that capacity to the Cooperative or its members for any action he or she takes or omits to take as a director or officer if, in connection with such action or omission, he or she performed the duties of the position in compliance with the provisions of Section 7-108-401, C.R.S. In addition, a director or officer shall have the benefit of the same limitations on personal liability for any injury to persons or property arising out of a tort as set forth in Section 7-108-402(2), C.R.S., and such shall not restrict other common-law protections and rights that a director or officer may have, or restrict the Association's right to eliminate or limit the personal liability of a director to the Cooperative or to its members for monetary damages for breach of fiduciary duty as a director as set forth in the Articles of Incorporation of the Cooperative.

ARTICLE IX - WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, under the Articles of Incorporation or under the provisions of any applicable law waiver thereof in writing, signed by the person or persons entitled to such notice shall be deemed equivalent to the giving of such notice.

ARTICLE X - FISCAL YEAR

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

ARTICLE XI - SEAL

The Cooperative seal shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative.

ARTICLE XII - PROCEDURE

In the absence of any rules of order not prescribed by these Bylaws, the latest published edition of Robert's Rules of Order as designated by the Board of Directors from time to time shall govern at all meetings of the Board of Directors and the membership.

ARTICLE XIII - AMENDMENTS

These Bylaws may be altered, amended or repealed (1) by a vote of not less than two-third (2/3) of the members of the Board of Directors at any regular or special meeting or (2) by a vote of a majority of the members present at any regular or special meeting at which there is a quorum in attendance, provided that notice of such meetings shall have contained a copy of the proposed alteration, amendment or repeal.