A Member-Owned Cooperative

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

Your Touchstone Energy® Cooperative

By-laws

Revised November 2026

Mountain View Electric Association, Inc.

Limon, Colorado

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By-laws

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ARTICLE I
MEMBERS

Section 1. Qualifications and Obligations. Any person, legal entity or body politic will become a member in the Association upon completion of a membership application and:

(a) agreeing to purchase from the Association electric energy as hereinafter specified; and

(b) agreeing to grant to the Association, as a condition of membership and without further compensation, an easement or right-of-way, by specific written grants of easement as may be required by the Association, over, on and under all lands owned, leased or mortgaged by the member on such reasonable terms and conditions as the Association will require, for the furnishing of electric service to the member or to any other members, and for construction, operation, maintenance and relocation of electric distribution lines and related facilities needed for such purposes; and

(c) agreeing to comply with and be bound by the Restated Articles of Incorporation of the Association, as amended, and these By-laws and any amendments thereto and such rules and regulations as may from time to time be adopted by the Board of Directors;

provided, however, that no person, legal entity or body politic will become a member unless and until accepted for membership by the Board of Directors, or its designee. No person, legal entity, or body politic may hold more than one (1) membership in the Association.

Two persons may jointly become a member and their application for a joint membership may be accepted in accordance with the foregoing provisions of this section provided the persons comply jointly with the provisions of the above subdivisions (a), (b) and (c).

Upon failure to pay any amounts due to the Association, or any other noncompliance with membership obligations, a member will automatically be suspended from membership for the period of noncompliance, and during such suspension will not be entitled to the privileges of membership.

Section 2. Membership Fee. There will be no fee charged or collected to become a member of this Association.

Section 3. Purchase of Electric Energy. Each consumer will, as soon as electric energy is available, purchase from this Association all electric energy purchased for use on the premises specified in their application for service, and will pay therefore monthly rates which will from time to time be fixed by the Board of Directors, and be filed with such agency or agencies of the State of Colorado as may be provided by law, provided, however that the Board of Directors may limit the amount of electric energy which the Association will be required to furnish to any one consumer. It is expressly understood that amounts paid for electric energy in excess of the operating costs and expenses properly chargeable against the furnishing of electric energy are furnished by consumers as capital and each consumer will be credited with the capital so furnished as provided in these By-laws. Each consumer will pay all amounts owed by him, her or it to the Association as and when the same will become due and payable.

Section 4. Non-Liability for Debts of the Association. The private property of the members of the Association will be exempt from execution for the debts of the Association, and no member will be individually liable or responsible for any debts or liabilities of the Association.

Section 5. Termination of Membership. A membership will automatically terminate upon the death or cessation of existence of a member; or when a member no longer purchases electric service from the Association, unless caused by an event beyond the member's reasonable control and the member intends to resume purchase of electric service when reasonably possible.

Termination of membership in any manner will not release a member or their estate from any debts due to the Association.

Section 6. Transfer of Membership

(a) Membership in the Association will not be transferable except as provided in this section.

(b) When a membership is held jointly, upon the death of either, such membership will be deemed to be held solely by the survivor with the same effect as though such membership had been originally issued solely to him or her, as the case may be; provided, however, that the estate of the deceased will not be released from any membership debts or liabilities due to the Association. Transfer of a joint membership to one of the joint members individually will be allowed when agreed to in writing by both parties or upon divorce when ordered by a court of competent jurisdiction.

(c) A membership held in the name of an entity, other than an individual, may be transferred to a surviving entity upon the merger, consolidation or conversion of such entity upon:

(i) providing to the Association a copy of the articles or certificate of merger, consolidation or conversion, as filed with the Colorado Secretary of State, showing the merger, consolidation or conversion of the member into the surviving entity;

(ii) receipt by the Association of a written request of the transfer from the surviving entity, including agreement of the surviving entity to comply with the provisions of Section 1 of this Article;

(iii) payment in full of all debts and liabilities of the member to the Association; and

(iv) approval by the Association's Board of Directors, or its designee.

Section 7. Service to Non-Members. The Association will be permitted to serve members and non-members pursuant to the Laws of the State of Colorado and the lawful rules and regulations of any agency or officer having jurisdiction over this Association.

ARTICLE II
MEETINGS OF MEMBERS

Section 1. Annual Meeting. A meeting of the membership will be held annually for the purpose of electing Directors, accepting reports covering the previous fiscal year and transacting such other business identified in the notice of the meeting. The annual meeting will be held at any place within the territory served by the Association and/or by teleconference which may from time to time be designated by the Board of Directors and at such time during each calendar year as may be designated from time to time by the Board of Directors. If the election of Directors will not be held on the day designated for any annual meeting or at any adjournment thereof, the Board of Directors will cause the election to be held at a special meeting of the members as soon thereafter as conveniently possible. Failure to hold the annual meeting at the designated time will not work a forfeiture or dissolution of the Association.

Section 2. Special Meetings. Special meetings of the members may be called by at least a majority of the Board of Directors or upon a written request signed by at least ten percent (10%) of all the members, for the purpose of transacting such business identified in the notice of meeting, and it will thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the territory served by the Association specified in the Notice of the Special Meeting.

Section 3. Fixing Record Date. For the purpose of determining members entitled to notice of or to vote at any meeting of members, or in order to make a determination of members for any other proper purpose,

the Board of Directors will establish in advance a record date for any such determination, such date to be not more than seventy (70) days, nor less than sixty (60) days, prior to the date on which the election or particular action requiring such determination of members is to be taken.

Section 4. Notice of Member's Meetings. Public notice of the time, place and purpose or purposes of each meeting will be published not less than ten (10) and not more than thirty (30) days prior to the meeting, in any newspaper published in the county where the principal office of the Association is located, and, if there is no such newspaper, then in a newspaper published in an adjoining county. Official printed notices stating the purpose, place, date, and time of the meeting, will also be delivered not less than twenty-one (21) days before the date of the meeting, either personally or by mail, at the direction of the Secretary, to each member. No business will be transacted at such meeting except as will be mentioned in the notice. If mailed, such notice will be deemed to be delivered when deposited in the United States mail, addressed to the member at the address appearing on the records of the Association with postage thereon paid. The failure of any member to receive notice of an annual or special meeting of the members will not invalidate any action which may be taken by the members at any such meeting.

The purpose or purposes of a member meeting, to be set forth in the notice of the meeting, will be determined by the Board of Directors, provided that the Association will also include in the notice of the meeting any other matter which a Member wishes to raise or discuss at the meeting if:

(a) the Association receives a written request identifying the matter at least thirty (30) days prior to the record date set for the meeting; and

(b) the request is signed by at least five percent (5%) of all of the members as of the Record Date.

Section 5. Quorum. Fifty (50) members present in person will constitute a quorum at any Annual or Special Meeting of the members for the transaction of all business, including the election of Directors and amending the Articles of Incorporation (except for the sale, lease or other disposition of Association's property as specified in Article VIII herein), except as to, and only for, a specific matter upon which the Board of Directors has authorized voting by mail.

For any contested director election, or in the event the Board of Directors has authorized a vote by mail on any matter, five percent (5%) of the members present in person or by mail vote will constitute a quorum as to, and only for, the specific matter upon which a mail vote is authorized.

Section 6. Meeting Procedure. At all meetings of the members, meeting procedure, unless the Board of Directors resolves otherwise at any time consistent with law, the Restated Articles of Incorporation of this Association, as amended, and the provisions of these By-laws will be governed in accordance with Robert's Rules of Order, Newly Revised, 10th Edition.

Section 7. Voting. Written election procedures will be posted on the Association's website. The date of an election will be fixed, and the date, time, and location posted on the Association's website, and otherwise publicized not less than six (6) months before the election. Each member of record will be entitled to only one (1) vote upon each matter submitted to a vote at any meeting of the members; except in the election of Directors, each member of record will be entitled to vote at the election of Directors for as many Directors as there are Directors to be elected; but in no event may a member vote for more than one Director from each district. Joint memberships will jointly be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members, and the vote of either joint member binds the joint membership and constitutes one (1) vote. If the joint members cannot agree as to the manner in which their vote should be cast when called upon to vote, then they will be treated as having abstained. If a member selects more than one choice on a single choice ballot issue, their vote for that single choice ballot issue shall not be counted. At all meetings of the members and for mail or electronic balloting at which a quorum has been established, all ballot questions will be decided by a vote of a majority of the members voting; except as otherwise provided by law, the Restated Articles of Incorporation of the Association, as amended, or these By-laws. There will be no amendments allowed from the floor on any issue for which mail or electronic voting has been authorized.

A member may vote by mail on any matter at any meeting of the members, including the election of Directors, provided that:

(a) Mail voting on such matter is required by statutes, these By-laws, or is authorized by a resolution of the Board of Directors adopted prior to the members' meeting.

(b) Such a vote is in writing on forms provided by the Association or an independent third party retained by the Association for balloting purposes; and

(c) the ballot return envelope is signed by the member.

A member may vote electronically on any matter at any meeting of the members, including the election of Directors, provided that:

(a) Electronic voting on such matter is required by statutes, these By-laws, or is authorized by a resolution of the Board of Directors adopted prior to the members' meeting.

(b) Such voting is accomplished via formats and protocols approved by the Association for presenting background information and recording votes compatible with most mobile smart phone and home/office computer systems; and

(c) Prior to authorizing use of electronic voting, the Board of Directors shall have established means for a secure and verifiable electronic ballot transmission and accounting process by which a member may apply for, receive, vote, and return a ballot in an election and for which an audit or recount of election results may be performed.

The deadline for receipt of returned mail or electronic ballots from the member to the Association or an independent third party retained by the Association for balloting purposes will be posted on the Association’s website at least three (3) months before the deadline and will remain posted until after the election. Such date will be the last day of postal delivery prior to the Annual or Special Meeting day. Members shall only be entitled to vote once on any matter, including in contested election of Directors, regardless of the means of voting. At a regular or special meeting of the Board of Directors, held at least forty-five (45) days prior to the meeting of members, the Board may pass a resolution authorizing the use of mail-in ballots or electronic voting on any issue to be voted on by the members. The presence of a member at a meeting of the members will not revoke a mail or electronic vote theretofore executed by such member and such member will not be entitled to vote by floor ballot at such meeting.

In all elections where an issue is presented to the membership for a vote, or where there is a contest for the office of Director, the Board of Directors will appoint, at a regular monthly meeting of the Board of Directors held within three (3) months prior to the month in which the meeting of members is held, an Election Committee of not less than six (6) individuals who are members. Committee members may reside in any Director District, including those for which there is a contested election, and they may be provided remuneration for their service on the Committee as determined by the Board of Directors. Prior to any Director election, the Election Committee shall review submitted Director candidate applications and petitions and rule on each candidate’s qualifications and eligibility to run for the office of Director. The Election Committee will meet prior to the convening of the meeting of members and will supervise the counting of floor ballots and rule on the validity of questionable ballots in accordance with procedures to be established by the Board of Directors. The Board of Directors will resolve any issues concerning the validity or counting of ballots that cannot be resolved by the Election Committee. Any director candidate listed on the ballot may observe the meeting of the Election Committee and any or all of the counting of floor ballots and where remote viewing is available, counting of mail and electronic ballots, but may not handle any election materials or converse with the employees or contractors counting the ballots or members of the Election Committee. Any questions or concerns must be addressed only to the chair of the Election Committee. In the event of a tie vote, the Election Committee will determine the outcome of the election by a drawing by lot.

Section 8. Proxies and Cumulative Voting. Voting by proxy and cumulative voting are prohibited at any and all meetings of the members.

Section 9. Meeting Agenda. The agenda for business at the Annual Meeting of the Members, and so far as possible at all other meetings of the members, will include, but not be limited to, the following items:

(a) Presentation of the Notice of the meeting and proof of the due publication and mailing thereof.

(b) Report on the number of members present in person and by mail, if such is authorized, in order to determine the existence of a quorum.

(c) Reading of the unapproved minutes of previous meetings of the members, or a motion to dispense with the reading of minutes, and the taking of necessary action thereon.

(d) Introduction of Election Committee, if one is appointed.

(e) Election of Directors.

(f) Voting on any other issue presented for vote in the Notice of Meeting.

(g) Presentation, consideration of, and acceptance of, reports of Officers, Directors and Committees submitted at the meeting.

(h) Unfinished business.

(i) New business.

(j) Adjournment

ARTICLE III
DIRECTORS

Section 1. General Powers. The business and affairs of the Association will be governed by a Board of Directors which will exercise all of the powers of the Association except such as are by law or by the Restated Articles of Incorporation of the Association, as amended, or by these By-laws conferred upon or reserved to the members. The Board of Directors will consist of seven members.

Section 2. Qualifications and Tenure. Information on how to become a candidate and schedule for elections will be communicated to each member in a mailing and on the Association's website no less than one hundred twenty-five (125) days before the annual meeting. Directors will be elected for a term to expire at the third Annual Meeting of Members after their election and until their successors are elected and qualified; subject to the provisions of these By-laws with respect to resignation and removal of Directors.

To be eligible to become or remain a Director of the Association, a person must:

(a) be a member of the Association, or an individual authorized by an entity member, provided that an entity member's authorization may not be withdrawn or changed until after such Director authorized by an entity member is no longer a Director; and provided further, that an entity member may only nominate an individual to stand for election or consideration to fill a vacancy, and may not demand that its nominee fill a vacancy created by the resignation or removal of a prior authorized individual; and provided further that no entity member may authorize more than one individual at any point in time,

(b) be a primary resident of the particular district from which he or she is elected. If the person is an individual authorized by an entity member, the entity must also purchase electricity from the Association in that district,

(c) be a citizen of the United States of America,

(d) not be a convicted felon,

(e) be willing to acknowledge and consent to a background screening,

(f) be able and willing to actively participate in the management of the business and affairs of the Association,

(g) not be employed by or hold a material financial interest in, or be a member of the same household as someone employed by or holding a material financial interest in, a competing enterprise or business,

(h) not hold a position or own an interest that could provide a reasonable opportunity for advancing, directly or indirectly, a pecuniary interest not common among members or which is materially adverse to the Association,

(i) not make a material misrepresentation of relevant fact, or failure to disclose relevant facts to the members or other Directors in the process of the Director's election or appointment to office.

No employee, attorney, or auditor of the Association, or spouse of an employee, or a member of the same household as an employee will be eligible to become a Director within three (3) years of termination of employment or professional contract with the Association. No person who is employed or supervised by a Director or who employs or supervises a Director will be eligible to become a Director within the Director's term. No member of the same household or close relative of a Director will be eligible to become or to remain the Chief Executive Officer of the Association (CEO) or an employee reporting directly to the CEO.

As used in these By-laws, a "close relative" means a person who is related to a Director by consanguinity or affinity, to the third degree or less, that is a person who is either a spouse, child, grandchild, great-grandchild, parent, grandparent, great-grandparent, brother, sister, aunt, uncle, nephew or niece, by blood or in-law, of the Director.

When a membership is held jointly, either one, but not both, may be elected a Director.

Nothing contained in this section will, or will be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Directors.

Section 3. Nomination and Election of Directors. Directors will be elected at or coincident with the Annual Meeting of Members by and from the members. One (1) Director will be elected from each District in which the Director's term is projected to expire by a written vote of the entire membership, except that election by voice vote of those members present at the Annual Meeting will be allowed where only one (1) candidate has been nominated from a District.

Directors elected for any District must be residents of such District. The candidate from each District receiving the highest number of votes will be considered elected as Director.

At a regular meeting of the Board of Directors, held within 210 days prior to the date of the Annual Meeting, the Board of Directors will appoint a Nominating Committee consisting of one (1) member from each District where vacancies in the Board of Directors must be filled at the forthcoming Annual Meeting because of the expiration of the term of a Director or Directors. The Nominating Committee will meet at least seventy (70) days before the Annual Meeting of Members and will nominate qualified members as candidates for election to the Board of Directors from their respective Districts at the next Annual Meeting of Members.

In addition to those persons nominated by the Nominating Committee, any fifteen (15) or more members acting together may make other nominations by Petition filed with the Secretary of the

Association. Such petition must be received by the Association not less than sixty (60) days prior to the Annual Meeting of Members. There will be no nominations from the floor at the Annual Meeting of Members.

All candidates will complete the Director Candidate Questionnaire adopted by the Board of Directors prior to their candidacy being considered by the Association.

In all elections where there is a contest for the office of Director, the names of the candidates will be listed on the ballot furnished to the members in random order. An incumbent candidate will be identified as "(Incumbent)".

Section 4. Director Districts. The territory served or to be served by the Association will be divided into seven (7) Districts. One Director will be elected from each district. The seven (7) Districts are bounded by the Association's service territory in the following designated counties.

District 1:

Washington County, Colorado, within:
Township 5 South, Ranges 54 through 56 West.

Lincoln County, Colorado, within:

Range 52 West, Townships 6 through 9 South, and 13 through 17 South;

Range 53 West, Townships 6 through 9 South, and 12 through 17 South;

Range 54 West, Townships 6 through 9 South, and 12 through 17 South;

Range 55 West, Townships 6 through 9 South, and 11 through 17 South; and

Range 56 West, Townships 6 through 17 South.

District 2:

Elbert County, Colorado, within:
Range 57 West, Townships 6 through 13 South;

Range 58 West, Townships 6 through 13 South;

Range 59 West, Townships 6 through 13 South;

Range 60 West, Townships 6 through 10 South; and

Range 61 West, Townships 6 through 10 South.

Lincoln County, Colorado, within:

Range 57 West, Townships 14 through 17 South;

Range 58 West, Townships 14 through 17 South; and

Range 59 West, Townships 14 through 15 South.

El Paso County, Colorado, within:

Range 60 West, Townships 11 through 15 South; and

Range 61 West, Townships 11 through 14 South.

District 3:

Elbert County, Colorado, within:
Range 62 West, Townships 7 through 10 South;

Range 63 West, Townships 8 through 10 South;

Range 64 West, Townships 9 through 10 South; and

Range 65 West, Townships 8 through 10 South;

Douglas County, Colorado, within:
Range 65 West, Townships 8 through 10 South;
Range 66 West, Townships 8 through 10 South; and
Range 67 West, Township 10.

El Paso County, Colorado, within:
Township 11 South, Ranges 64 through 66 West.

District 4:

El Paso County, Colorado, within:
Range 62 West, Townships 11 through 13 South;
Range 63 West, Townships 11 through 13 South; and
Range 64 West, Townships 12 through 13 South.

District 5:

El Paso County, Colorado, within:
Range 62 West, Townships 14 through 17 South;
Range 63 West, Townships 14 through 17 South;
Range 64 West, Townships 14 through 17 South; and
Range 65 West, Townships 15 through 17 South.

Pueblo County, Colorado, within:
Township 18 South, Ranges 63 through 65 West.

District 6:

El Paso County, Colorado, within:
Range 65 West, Townships 12 through 14 South; and
Range 66 West, Townships 13 through 14 South.

District 7:

El Paso County, Colorado, within:
Range 66 West, Township 12 South; and
Range 67 West, Townships 11 through 12 South.

The Board of Directors will review the composition of the several districts every two years. Not less than five (5) months before any meeting of the members at which Directors are to be elected, and on an affirmative vote of not less than two thirds of the full Board (not counting vacancies on the Board), the Board of Directors may reconstitute any or all of the Districts.

Section 5. Resignation. A Director may resign at any time by giving written notice of resignation. The resignation of a Director is effective when the notice is received by the highest-ranking remaining officer of the Association and the Chief Executive Officer, unless the notice specifies a later effective date.

Section 6. Removal of Directors. Any Director may be removed for cause at any time by the members pursuant to the procedure specified in this section.

A written petition, containing the signatures of members entitled to vote for a successor of the incumbent Director sought to be removed equal in number to five percent (5%) of the members, may be filed with the Association's Secretary, specifying in no more than two hundred (200) words the charges

constituting cause for removal. The Director sought to be removed will be notified immediately of the petition.

No petition for removal will 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, including the specification of charges, must be filed with the Association's Secretary.

The petition(s) will be presented to and be voted upon at the next regular or special meeting of the members that is held at least forty-five (45) days following presentation of the petition to the Association's Secretary. A ballot on this issue is required, and the members may vote in person, by mail, or electronically in the manner provided in Article II. Section 7 of the Bylaws and in Colorado law. On the official ballot at such removal election will be printed, in not more than two hundred (200) words, the reasons set forth in the petition demanding the removal; and in not more than three hundred (300) words will be printed, if desired by the director and provided to the Association's Secretary no later than forty (40) days prior to such meeting, the Director's justification of his course of office. There will also be printed on the official ballot, as to every Director whose removal is to be voted on, the words: "Shall (name of Director against whom a removal petition has been filed) be removed as a Director of Mountain View Electric Association, Inc.?" Following such question will be the words "yes" and "no" on separate lines with a blank space at the right of each in which the voting member will indicate his vote for or against such removal. The voting members will be the sole and exclusive judges of the legality, reasonableness and sufficiency of the grounds assigned for removal of a Director, and such grounds will not be open for review. The affirmative vote of both (1) a majority of the members voting thereon in person and by mail and (2) at least ten percent (10%) of the members eligible to vote is required to affect such removal.

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 voted upon, the Board of Directors will, by resolution, designate a parliamentarian to conduct that portion of the meeting at which charges are to be heard and voted upon.

In addition, a Director may be removed by a two-thirds majority vote of the entire Board of Directors for failure to meet the qualifications set forth in Article III, Section 2 of these By-laws. Prior to taking such removal action, the Board of Directors shall notify the Director facing removal of the grounds for disqualification and the Director facing removal shall be given an opportunity to comment in response

Any vacancy in the Board of Directors created by such removal will be filled in the manner specified in Section 7, Article III, of these By-laws, provided however, that any Director so removed may not be appointed by the Board and provided further that if all of the Board is removed, that Board will nevertheless have the authority to elect an interim successor Board, before it leaves office, to serve until the next annual meeting of members. Nothing in this section will be construed to affect the validity of any Board action in which a removed Director participated.

Section 7. Vacancies. Any vacancy occurring in the Board of Directors will be filled by a majority vote of the remaining Directors, provided that the remaining Directors may choose to reconstitute the districts, as provided in Article III Section 4, prior to, or instead of, filling the vacancy. Directors thus selected will serve for the balance of the un-expired term of the vacancy being filled or until their successors have been elected and will have qualified.

Section 8. Compensation. Directors may be allowed a fair remuneration for the time spent in the service of the Association as Directors. In addition, the Association may, at its expense, purchase insurance (liability, life, medical and dental) on and for its Directors. No Director will receive compensation for serving the Association in any capacity other than as a Director.

Section 9. Rules and Regulations. The Board of Directors will have power to make and adopt such rules and regulations, consistent with law, the Restated Articles of Incorporation of the Association, as amended, or these By-laws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Association.

Section 10. Accounting System and Reports. The Board of Directors will cause to be established and maintained a complete accounting system, which among other things, subject to applicable laws and rules

and regulations of any regulating body will conform to such accounting system as may from time to time be designated by the Administrator of the Rural Utilities Service of the United States of America. The Board of Directors will at least once during each twelve (12) month period cause to be made a full and complete audit of the accounts, books and financial condition of the Association as of a date not more than ninety (90) days prior to the date of such report.

Section 11. Indemnification. The Association may indemnify any person made a party to any action, suit or proceeding, whether civil or criminal, by reason of the fact that he or she, his or her testator, or intestate, is or was a Director, officer, agent or employee of the Association, against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, or in connection with any appeal in it, if the Director, officer, agent or employee conducted himself or herself in good faith and reasonably believed that his or her conduct was in the Association's best interest; and in the case of any criminal proceeding, the Director, officer, agent or employee had no reasonable cause to believe his or her conduct was unlawful. Before any funds are advanced by the Association to or on behalf of any person pursuant to this paragraph, a determination will be made, in accordance with the procedures set forth in 7-109-106 Colorado Revised Statutes, that such person has met the standard of conduct set forth in this section.

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 person did not meet the standard of conduct described in this section.

The Association will not indemnify such a person in connection with a proceeding by or in the right of the Association in which the person was adjudged liable to the Association; or in connection with any other proceeding charging that the person derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the person was adjudged liable on the basis that he or she derived an improper personal benefit.

The Association will indemnify such 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, officer, agent or employee of the Association, against reasonable expenses incurred by him or her in connection with the proceeding.

Section 12. Limitation of Liability. No person will be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as Director, officer, agent or employee of the Association in good faith, if this person:

(a) Relied upon financial statements of the Association represented to him or her to be correct by the President or other Officer of the Association having charge of its books of account or stated in a written report by an independent public or certified public accountant or firm of such accountants fairly to reflect the financial condition of the Association; or considered the assets to be of their book value; or

(b) Relied upon the advice of legal counsel for the Association.

Section 13. Committees. The President, or the Board by resolution, may create any number of committees to assist the Board in efficiently carrying out its duties. The authority of each such committee will be set forth in the resolution creating the committee or in subsequent resolutions. The President will, from time to time, appoint the members of the committees to serve until a replacement is appointed or until the Board disbands the committee. Each committee will consist of at least two (2) Directors in addition to the President.

ARTICLE IV
MEETING OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the Board of Directors will be held monthly at such time and place as the Board of Directors may provide by resolution. A meeting of the Board of Directors will

also be held without notice to the Board members, other than this By-Law, immediately before and at the same place as the Annual Meeting of the Members. During a meeting of the Board, the Presiding Officer may request an absent Director to join the meeting, by teleconference by which all persons participating in the meeting can hear one another at the same time, for a motion that requires a vote of the full Board, or to establish a quorum for a time-critical decision. The absent Director must be present in such contact during statement of the issue and the Board discussion of the motion before being permitted to cast a vote on the motion. At every regular monthly meeting of the Board of Directors, members of the Association will be given an opportunity to address the Board on any matter concerning the policies and business of the Association. The Board may place reasonable, view-point-neutral restrictions on the amount and duration of public comment.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President or any three (3) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for the holding of any special meeting of the Board of Directors, called by them.

Section 3. Teleconference Meetings. Members of the Board of Directors or any committee designated by the Board may participate in a committee meeting, or, with approval by the Presiding Officer a meeting of the Board, conducted in whole or part by teleconference by which all persons participating in the meeting can hear one another at the same time. Such participation will constitute presence in person at the meeting for purposes of quorum or action by the Board.

Section 4. Notice and Adjournment. Notice of the time and place of each Board Meeting and a copy of the agenda designating the matters to be discussed or actions to be taken will be posted in each of the Association's service offices and on the Association website at least ten (10) days before the meeting. Copies of said agenda will be available at each service office for all members. In addition, a copy of such notice and agenda will be delivered personally or mailed to each Director at his/her last known address at least five (5) days before the meeting. The attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except in case a Director will attend a meeting for the express purpose of objecting to the transaction of any business because the meeting will not have been lawfully called or convened. In addition, any Director may waive, in writing, any notice of meetings required to be given by these By-laws. If the Board does not complete its agenda on the scheduled meeting date, it may adjourn the meeting to a subsequent date prior to its next regular meeting in order to complete its agenda without further notice or posting. If a meeting is postponed or cancelled, notice of the postponement or cancellation will be posted on the Association’s website as soon as possible.

Section 5. Quorum. A majority of the Board of Directors will 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 is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Meeting Procedure. At all meetings of the Board of Directors, and of any committees thereof, meeting procedure, unless the Board of Directors resolves otherwise at any time, consistent with law, the Restated Articles of Incorporation of this Association, as amended and by the provisions of these By-laws, will be governed in accordance with Robert's Rules of Orders, newly revised 10th edition. Written minutes will be made of all meetings of the Board of Directors. Upon approval, the minutes will be posted on the Association’s website and will remain posted until at least six (6) months after the date of the meeting. Upon request of a Director, that Director’s own vote on any issue will be noted in the minutes.

Section 7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors. In the event that an action is taken by the Board of Directors on a matter that is not listed on the agenda that is included with the notice of the meeting, and posted at least ten (10) days prior to the meeting as required by Article IV, Section 3 of these By-laws, then reaffirmation of the action will be placed on the agenda for the next meeting of the Board of Directors.

ARTICLE V
OFFICERS

Section 1. Number. The Required Officers of the Association will be a President, Vice President, Secretary, Treasurer, and Assistant Secretary. The Board of directors may appoint such other Officers as may be determined by the Board of Directors from time to time. The same person may hold the offices of Secretary and of Treasurer.

Section 2. Chief Executive Officer. The Board of Directors will appoint a Chief Executive Officer (CEO) who will be an employee of the Association. The CEO will be the principal administrative officer of the Association and will report to and be accountable to the Board of Directors for the successful management of the Association. The powers and duties of the CEO will be set forth in policies adopted by the Board of Directors.

Section 3. Election and Term of Office. The Required Officers will be elected, by written ballot, annually by and from the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members, except that election of a Required Officer by voice vote will be allowed where only one (1) candidate has been nominated for such office. If the election of Required Officers will not be held at such meeting, such election will be held as soon thereafter as conveniently may be. Each Required Officer will 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 will have been duly elected and will have qualified, subject to the provisions of these By-laws with respect to resignation and removal of Required Officers.

Section 4. Resignation. A Required Officer may resign at any time by giving written notice of resignation. The resignation of a Required Officer is effective when the notice is received by the highest remaining Required Officer of the Association and the Chief Executive Officer, unless the notice specifies a later effective date.

Section 5. Removal. Any Required Officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 6. Vacancies. Except as otherwise provided in these By-laws, a vacancy in any office may be filled by and from the Board of Directors for the unexpired portion of the term.

Section 7. President. The President:

(a) will be the principal officer of the Association and will preside at all meetings of the members and of the Board of Directors.

(b) may sign any deed, mortgages, deeds of trust, 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 will be expressly delegated by the Board of Directors or by these By-laws to some other Officer of the Association, or will be required by law to be otherwise signed or executed; and

(c) will perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 8. Vice President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President will perform the duties of the President, and when so acting, will have all the powers of and be subject to all the restrictions upon the President. The Vice President will perform such other duties as from time to time may be assigned to the Vice President by the Board of Directors.

Section 9. Secretary. The Secretary will:

(a) supervise the preparation and preservation of minutes of meetings of the members and of the Board of Directors;

(b) see that all notices are duly given in accordance with these By-laws or as required by law;

(c) supervise the authentication of the Association's records and the placement of the seal of the Association on any document authorized or approved by the members or the Board of Directors;

(d) supervise the maintenance at all times of a complete copy of the By-laws of the Association containing all amendments thereto, and the provision of notice to each member at least annually of amendments to the By-laws adopted by the Board of Directors since the last such notice; and

(e) perform such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 10. Assistant Secretary. In the absence of the Secretary, or in the event of the Secretary's inability or refusal to act, the Assistant Secretary will perform the duties of the Secretary, and when so acting, will have all the powers of and be subject to all the restrictions upon the Secretary. The Assistant Secretary will perform such other duties as from time to time may be assigned to the Assistant Secretary by the Board of Directors.

Section 11. Treasurer. The Treasurer will be responsible for:

(a) assessing and reporting on the care and custody of all funds, receipts, securities, evidences of indebtedness and other intangibles of the Association, and

(b) perform such other duties as from time to time may be assigned to the Treasurer by the Board of Directors.

Section 12. Bonds of Officers. The Board of Directors may bond the Treasurer or any other Required Officer of the Association charged with responsibility for the custody of any of its funds and property, in such sum and with such surety as the Board of Directors will determine. The Board of Directors in its discretion may also bond any other Required Officer, agent or employee of the Association in such amount and with such surety as it will determine. The Board of Directors in its discretion may elect to purchase insurance coverage against loss of Association assets through negligence or criminal acts, in such amounts and with such surety as it will determine, in lieu of purchase of formal bonds.

Section 13. Reports. The President and the Chief Executive Officer will submit at each Annual Meeting of the Members a report covering the business of the Association for the previous year and showing the condition of the Association at the close of the previous fiscal year.

Section 14. Delegation of Duties. The Board of Directors may delegate the powers and duties of any Officer to any other Officer, or to any Director, or to the Chief Executive Officer.

ARTICLE VI
CONTRACTS, CHECKS AND DEPOSITS

Section 1. Contracts. Except as otherwise provided in these By-laws, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association, 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, and all notes, bonds or other evidences of indebtedness issued in the name of the Association will be signed by such officer or officers, agent or agents, or employee or employees of the Association and in such manner as will from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Association will be deposited from time to time to the credit of the Association in such bank or banks as the Board of Directors may select. Association funds may also be held in savings and loan associations, U.S. Government obligations, certificates of deposit, or invested in rural development projects and organizations that will, in the opinion of a majority of the full Board of Directors, benefit this Association.

ARTICLE VII
NON-PROFIT OPERATION

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

Section 2. Patronage Capital in Connection with Furnishing Electric Energy. In the furnishing of electric energy, the Association's operations will be so conducted that all patrons will, through their patronage, furnish capital for the Association. In order to induce patronage and to assure that the Association will operate on a non-profit basis, the Association is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. For the purpose of determining patronage ratios, patronage will not include miscellaneous electric revenue, since those charges are in the nature of expense recoveries for extra costs incurred besides those for providing normal electric service. All such amounts in excess of purchased power, operating costs and expenses at the moment of receipt by the Association are received with the understanding that they are furnished by the patrons as capital. The Association is obligated to credit a capital account for each patron all such amounts in excess of the cost of purchased power, operating costs and expenses. The books and records of the Association will be set up and kept in such a manner that for each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron. All such amounts credited to the capital account of any patron will 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 Association corresponding amounts for capital.

All other amounts received by the Association from its operations in excess of costs and expenses will, insofar as permitted by law, be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its patrons on a patronage basis and any amounts so allocated will be included as a part of the capital credited to the accounts of patrons; provided, that the Board of Directors will have the power to adopt rules providing for the separate segregation and allocation of the cost of purchase power to each rate class for purposes of determining patronage, and for the separate retirement of that portion ("power supply or other service or supply portion") of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Association by an organization furnishing electric service or any other service or supply to the Association.

Capital credited to the account of each patron will be assignable only on the books of the Association pursuant to written instruction from the assignor, unless the Board of Directors, acting under policies of general application, will determine otherwise.

In the event of dissolution or liquidation of the Association, after all outstanding indebtedness of the Association will have been paid, outstanding capital credits will be retired without priority on a pro rata basis before any payments are made on account of property rights of members.

If at any time prior to dissolution or liquidation, the Board of Directors will determine that the financial condition of the Association will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. If the Board of Directors decides to retire any such capital, then the Board will determine the basis, priority, and order of retirement for such retirements of capital.

Notwithstanding any other provision of these By-laws, the Board of Directors, at its discretion, will have the power at any time upon the death of any patron who was a natural person, if the legal representative of his or her estate will 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 By-laws, to retire capital credits to any such patron immediately upon the terms and conditions as the Board of Directors and a legal representative of such patron's estate will agree upon, provided, however, that the financial condition of the Association will not be impaired thereby.

ARTICLE VIII
DISPOSITION OF PROPERTY

The Association 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 neither is nor will be necessary or useful in operating and maintaining the Association's system and facilities; provided, however, that all sales of such property will not, in any one (1) year, exceed in value ten percent (10%) of the net utility plant of the Association;

(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 all members voting thereon at such meeting in person or by mail (subject to the provisions of Section **7** of Article II herein prescribing the method of mail voting), and the notice of such proposed sale, lease or other disposition will have been contained in the notice of the meeting.

The terms "sell, lease or otherwise dispose of" as used in this article will not include the execution and delivery of mortgages, or deeds of trust upon, or the pledging of or encumbering of any or all of the property, assets, licenses, franchises, or permits, or other things of value of the Association whether acquired or to be acquired and wherever situated, as well as any revenues and incomes therefrom.

ARTICLE IX
FISCAL YEAR

The fiscal year of the Association will begin on the first (1) day of January of each year and end on the thirty-first (31) day of December of each year.

ARTICLE X
SEAL

The Corporate Seal of the Association will be in the form of a circle and will have inscribed thereon the name of the Association and the words "Corporate Seal, Colorado."

ARTICLE XI
AMENDMENTS

These By-laws may be altered, amended or repealed by the Directors at any regular or special meeting, provided the notice of any such meeting will have contained a copy of the proposed alteration, amendment or repeal.

ARTICLE XII
SET-OFF

Any funds to be paid a consumer by the Association, whether a retirement of capital credits or otherwise, will first be reduced by set-off and recoupment of any amounts due the Association, as shown on the records of the Association, regardless of the time or times such amounts became due and owing.

ARTICLE XIII
FAILURE TO CLAIM PROPERTY

In all cases where a member or a patron fails to claim any deposits, stocks, dividends, capital credits, patronage refunds, or any other property held for him or her by the Association (except as provided in the State of Colorado Unclaimed Property Act) after the same have been declared payable to him or her,

such failure will be and constitutes an irrevocable assignment and gift by such member or patron of such capital credit or other property to the Association; and the Association may recover and use such property or refunds for expenditures associated with the provision of electric service, provided that the Association has first given notice by mail addressed to such member or patron at his or her last known address as shown by the records of the Association, and such notice has been returned by United States mail to the Association, and further, that the Association has caused an ad to be published by two (2) consecutive insertions in three (3) newspapers of general circulation in the service area of the Association indicating that unclaimed capital credit check listings are available on the Association's website and that unless such payments are claimed, any member or patron's claim thereto will be extinguished and forever barred; and it is provided further, that such irrevocable assignment and gift will not be effective, and that such property or funds cannot be so used until after a period of three (3) years from the date of mailing and publishing such notice, and if the member or patron does not claim such property or funds within such three (3) year period, his or her claim will be extinguished and forever barred.

ARTICLE XIV
CONTRACT

The members of the Association, by dealing with the Association, acknowledge that the terms and provisions of the Restated Articles of Incorporation of the Association, as amended and By-laws will constitute and be a contract between the Association and each member, and both the Association and the members are bound by such contract, as fully as though each member had individually signed a separate instrument containing such terms and provisions. The Restated Articles of Incorporation, as amended, and the By-laws will always be open to the inspection of any member; and the Association will provide, at the expense of the Association, a complete copy of the By-laws, as amended, to each new and existing member that requests a copy. The provisions of this article of the By-laws will be called to the attention of each member of the Association by posting in a conspicuous place in the Association's office.

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.
P.O. Box 1600
Limon, Colorado 80828

Subject: STATEMENT OF NONDISCRIMINATION

Policy: Mountain View Electric Association, Inc., in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs, are prohibited from Program Discrimination based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs.). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form AD-3207, found online at Office of the Assistant Secretary for Civil Rights | USDA and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) fax: (202) 690-7442; or
(3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.
This association is an equal opportunity provider and employer.

MISSION

To provide our members safe, reliable, responsible, and affordable electric service and access to broadband services.

VISION

To be conscientious stewards of our resources and adopters of beneficial new ideas and technologies.

VALUES

- Integrity. Be honest, open, and fair minded in the conduct of all Association matters.
- Safety. Regard safety of employees, members and the public as a primary objective in all policy and business decisions.
- Reliability. Anticipate and mitigate risks that might cause or prolong interruption of electrical services.
- Affordability. Provide the lowest cost power consistent with safety, reliability and responsible environmental stewardship, while anticipating and mitigating risks that might threaten the financial health of the Association.
- Service. Reflect respect for members and employees in all policies and practices and provide exceptional member services consistent with safety, reliability and affordability.
- Community. Support member communities through policies and business decisions that sustain and enhance local economic vitality and quality of life.
- Accountability. Be accountable for protection and responsible use of our resources, professional completion of our work and recognition and correction of our deficiencies.