

**DCT BYLAWS
OF
DAKOTA CENTRAL TELECOMMUNICATIONS COOPERATIVE
CARRINGTON, ND**

“The purpose of this association shall be to furnish, improve and expand telecommunications services, on a non-profit basis, for the mutual benefit of its members and patrons.”

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**BYLAWS
OF
DAKOTA CENTRAL
TELECOMMUNICATIONS COOPERATIVE
A MUTUAL AID CORPORATION**

**ARTICLE I
MEMBERSHIP**

Section 1. Requirements for Membership. Any person, firm, association, corporation, or body politic or subdivision thereof will become a member of Dakota Central Telecommunication Cooperative (hereinafter called "the Cooperative") by:

- (a) Subscribing to local exchange telephone service or broadband service within the Cooperative's exchange area boundaries upon terms as the Board may, or the bylaws shall from time to time prescribe.
- (b) Agree to comply with and be bound by the articles of incorporation, bylaws of the Cooperative and any rules and regulations adopted by the Board of Directors.

No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided in these bylaws.

Section 2. Joint Membership. A husband and wife may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term "member" as used in these bylaws shall be deemed to include a husband and wife 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. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect of the holders of a joint membership shall be as follows:

- (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 or notice of meeting;
- (b) The vote of either separately or both jointly shall constitute one joint vote;
- (c) A waiver of notice signed by either or both 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 board member, provided that both meet the qualifications for such office.

Section 3. Conversion of Membership.

- (a) From and after January 1, 1971, all memberships held by a married person, and all memberships held by a person who is married thereafter, shall automatically be

held in joint tenancy with the person's spouse, unless the member shall notify the Secretary of the cooperative in writing that he or she requests sole, or non-joint ownership.

- (b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor.

Section 4. Service Connection Fees. The Board of Directors may require service connection fees for each connection, extensions, or other available service, pursuant to rules and regulations adopted by the Board of Directors.

Section 5. Purchase of Services. Each member shall as soon as service is available, take service from the Cooperative and shall pay thereafter monthly at rates in accordance with established tariffs as fixed by the Board of Directors. It is expressly understood that amounts paid for services in excess of costs are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall also pay all amounts owed to the Cooperative as and when the same shall become due and payable.

Section 6. Termination of Membership.

- (a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors may prescribe. The board may, by the affirmative vote of not less than two-thirds of all members of the Board, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws, or rules and regulations adopted by the Board, but only if such member shall have been given written notice by the Cooperative that such failure makes them liable to expulsion and such failure shall have continued for at least 10 days after such notice was given. Any expelled member may be reinstated by vote of the Board or by vote of the members at any annual or special meeting. The membership of a member who for a period of thirty (30) days after service is available has not permitted the installation of service or of a member who has ceased to purchase service from the Cooperative, may be cancelled by resolution of the Board.
- (b) Upon the withdrawal, death, cessation of existence or expulsion of a member the membership of such member shall thereupon terminate. Termination of membership in any manner shall not release a member or estate from any debts due the Cooperative.

ARTICLE II RIGHTS AND LIABILITIES OF MEMBERS

Section 1. Property interest of Members. Upon dissolution, after:

- (a) All debts and liabilities of the Cooperative shall have been paid, and
- (b) All capital furnished through patronage shall have been retired as provided in these bylaws, the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the

ten years next preceding the date of the filing of the certificate of dissolution or, if the Cooperative shall not have been in existence for such during the period of its existence.

Section 2. Non-liability for Debts of the Cooperative. The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held during the month of June of each year at such place within the county served by the Cooperative, as selected by the Board and which shall be designated in the notice of the meeting, for the purpose of electing board members, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings. Special meetings of the members may be called by resolution of the Board, or upon a written request signed by any three Board members, by the President, or by not less than 200 members or by ten percent of all the members, whichever shall be the lesser, and it shall 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 one of the counties served by the Cooperative as designated by the Board and shall be specified in the notice of the special meeting.

Section 3. Notice of Members' Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than thirty days before the date of the meeting, either personally, by mail or by electronic delivery, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at the address as it appears on the records of the Cooperative, with postage thereon prepaid. 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. Quorum. As long as the total number of members does not exceed five hundred, five percent of the total number of members, present in person, shall constitute a quorum. In case the total number of members shall exceed five hundred, twenty-five members, present in person shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to

time without further notice. The minutes of each meeting shall contain a list of the members present in person.

Section 5. Voting. Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of a majority of the members voting thereon in person except as otherwise provided by law, the articles of incorporation, or these bylaws.

Section 6. 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 essentially as follows, except as otherwise determined by the members at such meeting.

1. Report on the number of members present in person in order to determine the existence of a quorum.
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
3. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
4. Presentation and consideration of reports of officers, Board of Directors, and committees.
5. Election of board members.
6. Unfinished business.
7. New business.
8. Adjournment.

ARTICLE IV BOARD MEMBERS

Section 1. General Powers. The business and affairs of the Cooperative shall be managed by a board of nine (9) members (one member from each of the eight (8) exchange areas and one member from the Cooperative at large) 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. Election and Tenure of Office. One board member shall represent each of the eight (8) exchange areas and one board member shall represent the Cooperative at large, and further, each board member shall be elected for a three-year term in conformance with procedures as hereinafter described.

Section 3. Qualifications. No Person shall be eligible to become or remain a board member of the Cooperative who:

- (a) is not a member and bonafide resident of the district they represent in the area served or to be served by the Cooperative; or
- (b) is in any way employed by or financially interested in a competing enterprise or a business engaged in selling telecommunication services or supplies or constructing or maintaining telecommunication facilities other than a business

operating on a cooperative nonprofit basis for the purpose of furthering rural telephony.

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

Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the board.

Section 4. Nomination and Elections.

- (a) Voting districts. The territory served or to be served by the Cooperative shall be divided into districts for the purpose of nomination and election of board members. Each district shall be represented by one board member. The nine (9) districts shall be as follows:

Sykeston Exchange
Woodworth Exchange
Bowdon Exchange
Windsor Exchange
Medina Exchange
Grace City Exchange
Edmunds Exchange
Ypsilanti Exchange
Cooperative at Large

(b) Nomination by Petition. Nomination of candidates for director positions shall be by petition. Any qualified member meeting the requirements of Section 3 of this Article shall be eligible to be a candidate for a director position. Qualified members interested in being nominated shall request an application and petition from the Cooperative. Members shall submit a completed application and a petition containing a minimum of 15 signatures of Cooperative members from the district in which the applicant resides (or 15 signatures of members without regard to residency in the case of the at-large position), to the Cooperative not less than sixty (60) days prior to the annual meeting. The Cooperative Secretary shall certify to the qualifications of the applicant and the accuracy of the petition content. Failure to submit a minimum number of signatures and/or the completed application by the deadline will result in that member's name not being placed on the official ballot. No nominations from the floor of the annual meeting are permitted, except in the event that no candidate has been nominated through the petition process. The Board of Directors is authorized to establish reasonable and uniform policies as it deems appropriate to administer the nomination process consistent with the intent of this Bylaw.

- (c) Election of Directors.

(i) Notice. Not less than ten (10) days before an annual or special meeting of the members at which directors are to be elected, the Secretary of the Cooperative shall be responsible for mailing or electronically delivering to each member a list of the candidate or candidates nominated by petition for each of the director positions to be elected. The

names shall be arranged by districts and the "at large" position, as applicable. This list may be included with the notice of the meeting.

(ii) Nominations. At the meeting, the Secretary of the Cooperative shall place in nomination the names of the official candidate or candidates (as nominated through the petition process) for each of the director positions to be elected. Nominations for board members for a particular position may be made from the floor only if no candidate has been nominated through the petition process.

(iii) Election Process. Election of directors for contested positions shall be by ballot. There shall be no requirement of election by ballot for a non-contested election, and in said case the sole candidate may be elected by voice vote. The ballots shall list the candidate or candidates nominated for each position to be elected, the names to be arranged by districts and "at large," as applicable. In the event that no candidate for a particular director position has been nominated through the petition process, and consequently candidate(s) are nominated from the floor for said position, the members shall vote in a contested election by writing in the name of their chosen candidate on a ballot or, if there is not a contested election, the members shall elect the sole candidate by voice vote. Each member of the Cooperative present at the meeting shall be entitled to vote for one candidate for each of the director positions to be elected. The candidate for each director position receiving the highest number of votes at the meeting shall be deemed elected to that director position.

Section 5. Removal of Board Members by Members. Any member may bring charges against a board member and, by filing with the Secretary such charges in writing together with a petition signed by at least ten per cent of the members or 200, whichever is the lesser, may request the removal of such board member by reason thereof. Such board member shall be informed in writing of the charges at least ten days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect to the charges; and the person or persons bringing the charges shall have the same opportunity. The question of the removal of such board member shall be considered and voted upon at the meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

Section 6. Vacancies. Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of board members by the members, a vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Board members for the unexpired portion of the term, provide, however, that in the event the vacancy is not filled by the Board within sixty days after the vacancy occurs, the members shall have the right to fill such vacancy at a meeting of the members without compliance with the foregoing provisions in respect to nominations.

Section 7. Compensation. The board members shall not receive any salary for their services as such, except that the Board of the Cooperative may, by resolution, authorize a

fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences and training programs or performing committee assignments when authorized by the Board. If authorized by the Board, board members may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per diem allowance by the Board in lieu of detailed accounting for some of these expenses. No Board member shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a board member receive compensation for serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote of the members or the service by the board member or close relative shall have been certified by the Board as an emergency measure. For the purpose of this Section, close relative includes grandparents, parents, husband, wife, children, grandchildren, brothers, sisters, uncles, aunts, nephews and nieces by blood, by marriage or by adoption, and spouses of any of the foregoing.

ARTICLE V MEETINGS OF BOARD

Section 1. Regular Meetings. A regular meeting of the Board shall be held without notice, immediately after, and at the place as, the annual meeting of the members. A regular meeting of the Board shall also be held monthly at such time and place within one of the counties served by the Cooperative as designated by the Board. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof.

Section 2. Special Meetings. Special meetings of the Board may be called by the President or by any three board members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or Board members calling the meeting shall fix the time and place for the holding of the meeting.

Section 3. Notice of Board Meetings. Written notice of the time, place and purpose of any meeting of the board shall be delivered to each board member either personally, electronically, or by mail. Or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or one of the board members calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the board members at the address as it appears on the records of the Cooperative, with postage thereon prepaid, at least five days before the date set for the meeting.

Section 4. Quorum. A majority of the board shall constitute a quorum provided, that if less than such majority of the board is present at said meeting, a majority of the board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent board member of the time and place of such adjourned meeting. The act of a majority of the board members present at a meeting at which a

quorum is present shall be the act of the board, except as otherwise provided in these laws.

ARTICLE VI OFFICERS

Section 1. Number. The officers of the Cooperative shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be determined by the board from time to time. The offices of Secretary and Treasurer may be held by the same person.

Section 2. Election and Term of Office. The officers shall be elected by ballot, annually by and from the board at the meeting of the board held immediately after the 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 may be convenient. Each officer shall hold office until the first meeting of the board following the next succeeding annual meeting of the members or until a successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the board for the unexpired portion of the term.

Section 3. Removal of Officers and Agents by the Board. Any officer or agent elected or appointed by the board may be removed by the board whenever in its judgment the best interest of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer, and by filing with the Secretary such charges in writing, together with a petition signed by ten per cent of the members or 200, whichever is the lesser, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten days prior to the board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges shall have the same opportunity. In the event the board does not remove such officer, the question of removal may be considered and voted upon at the next meeting of the members.

Section 4. President. The President shall:

- (a) be the principal executive officer of the Cooperative and, unless otherwise determined by the members of the board, shall preside at all meetings of the members and the board;
- (b) sign, any deeds mortgages, deeds of trust, notes, bonds, contracts, or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed and executed; and
- (c) in general perform all duties incident to the office of President and such other duties as may be prescribed by the board from time to time.

Section 5. Vice President. In the absence of the President, or in the event of inability or refusal 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 also perform such other duties as from time to time may be assigned by the Board.

Section 6. Secretary. The Secretary shall be responsible for:

- (a) keeping the minutes of the meetings of the members and of the board in books provided for that purpose;
- (b) seeing that all notices are duly given in accordance with these bylaws or as required by law;
- (c) the safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative 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;
- (d) keeping a register of the names and post office addresses of all members;
- (e) signing, with the President, certificates of membership, the issue of which shall have been authorized by the Board or the members;
- (f) keeping on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Cooperative, making available an electronic or hard copy of the bylaws and all amendments thereto to each member; and at the expense of the Cooperative, furnish a copy of the bylaws and all amendments thereto to each member; and
- (g) in general performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board.

Section 7. Treasurer. The Treasurer shall be responsible for:

- (a) custody of all funds and securities of the Cooperative;
- (b) the receipt of the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these by laws; and
- (c) the general performance of all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board.

Section 8. Delegation of Responsibilities. Notwithstanding the duties, responsibilities and authorities of the officers provided for in these bylaws, the Board of Directors by resolution may, except as otherwise limited by law, delegate, wholly or in part, the responsibility and authority for, and the regular and routine administration of, one or more of such officer's duties to one or more agents or other officers of the Cooperative who are not directors.

Section 9. Manager. The Board may appoint a manager who may be, but who shall not be required to be, a member of the Cooperative. The manager shall perform such duties and shall exercise such authority as the board may from time to time assign.

Section 10. Bonds of Officers. The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall be bonded in such sum with such surety as the board shall determine. The board in its discretion, may also require any other officer, agent or employee of the Cooperative to be bonded in such amount and with such surety as it shall determine.

Section 11. Compensation. The powers, duties, and compensation of officers, agents, and employees shall be fixed by the Board subject to the provisions of these bylaws with respect to compensation for a board member and close relatives of a board member.

Section 12. Reports. The officers of the Cooperative shall submit at each annual meeting of the member's reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII NON-PROFIT OPERATION

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 Furnishing Telephone and Other Communication Services. In the furnishing of telephone and other communications services, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to insure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis, as long as patronage is readily identifiable and the method of allocation is equitable, for all amounts received and receivable from the furnishing of telephone and other communication services (which includes broadband services) in excess of operating costs and expenses properly chargeable against the furnishing of telephone and other communication services. At such time, when the allocation of capital credits based on patronage is no longer readily identifiable or equitable to the patrons, a fair and equitable alternate method shall be developed. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of 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, 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 the 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.

All other nonoperating revenue, after deduction for related expenses, shall, 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 be allocated to patrons or not allocated to patrons and instead placed in a permanent capital account.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall 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 shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital credited to patrons' accounts may be retired in full or in part. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired.

Capital credited to the account of each patron shall be assigned only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interests or successors in occupancy in all or in part of such patron's premises served by the Cooperative unless the board, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provisions of these bylaws, the Board, at its discretion, shall have the power at any time upon the death of any patron who was a natural person if the legal representative 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 credits to any such patron immediately upon such terms and conditions as the Board, 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.

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and by-laws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the by-laws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office.

ARTICLE VIII DISPOSITION OF PROPERTY

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease, or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than 85 percent of all of the members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease, or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of the Cooperative, without

authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed of trust upon, or the pledging or encumbering of, any or all of the property, assets, rights privileges, licensed, franchises, and permits of the Cooperative whether acquired or to be acquired and wherever situated, as well as the revenues and income there from, all upon such terms and conditions as the board shall determine, to secure any indebtedness of the Cooperative to the United States of America or any instrumentality or agency thereof; provided further that the Board may upon the authorization of a majority of those members of the Cooperative present at a meeting of the members thereof, sell, lease, or otherwise dispose of all or a substantial portion of its property to another Cooperative doing business in this State pursuant to the Act under which this Cooperative is incorporated.

ARTICLE IX SEAL

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative, and the words "Corporate Seal, North Dakota."

ARTICLE X FINANCIAL TRANSACTIONS

Section 1. Contracts. Except as otherwise provided in these bylaws, the Board 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 Cooperative, 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 Cooperative shall be signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. Deposits. All funds except petty cash of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such banks or banks as Board may select.

Section 4. Fiscal Year. The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty-first day of December of the same year.

ARTICLE XI MISCELLANEOUS

Section 1. Membership in Other organizations. The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the Board of Directors at a duly held meeting.

Section 2. Waiver of Notice. Any member or board member may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or board member at any meeting shall constitute a waiver of notice of such meeting by such member or board member, except in case a member or board member shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

Section 3. Policies, Rules and Regulations. The board shall have power to make and adopt such policies, rules and regulations not inconsistent with law, the articles of incorporation, or these bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative.

Section 4. Accounting System and Reports. The Board shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Electrification Administration of the United States of America. The Board shall also cause to be made by a certified public accountant a full and complete annual audit of the accounts, books, and financial condition of the Cooperative. The results of such audit shall be reported to the members at the next following annual meeting.

Section 5. Area Coverage. The Board shall make diligent effort to see that telecommunications services are extended to all unserved persons within the Cooperative service area who (a) desire such service and (b) meet all reasonable requirements established by the Cooperative as a condition of such service.

ARTICLE XII AMENDMENTS

These by-laws may be altered, amended or repealed by the affirmative vote of not less than two-thirds of the members present at any regular or special meeting provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal. Further these by-laws may be altered, amended or repealed by the affirmative vote of not less than two-thirds of the Board of Directors at any regular or special meeting provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal and subject to confirmation by the membership at the next regular or special membership meeting.

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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
DAKTEL COMMUNICATIONS, LLC**

**RECEIVED
APR 28 2004
SEC. OF STATE**

The following Amended and Restated Articles of Organization have been adopted by the Company's Members and Board of Governors pursuant to N.D.C.C. Ch. 10-32:

**ARTICLE I
NAME**

The name of this Company is Daktel Communications, LLC.

**ARTICLE II
DURATION**

The period of existence for this Company shall be perpetual.

**ARTICLE III
REGISTERED OFFICE AND AGENT**

The registered office of this Company is located at 630 5th Street North, Carrington, North Dakota 58420.

The name of the Registered Agent of this Company is Keith Larson.

**ARTICLE IV
PURPOSES**


This Company is organized for the purposes of offering communications services and products, offering video services and products, and to conduct general business purposes consistent with the North Dakota Limited Liability Company Act.

**ARTICLE V
INTERNAL REGULATION PROVISIONS**

The provisions for the internal regulation of the Company are as follows:

- A. Each manager and governor, past or present of the Company, and each person who serves or may have served at the request of the Company as director, officer, governor, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, and their respective heirs and legal representatives, shall be indemnified by the Company in accordance with, and to the fullest extent permissible under, the provisions of North Dakota Statutes Chapter 10-32, as it may be from time to time amended. Whenever the applicable provisions of North Dakota Statutes Chapter 10-32 make indemnification permissible upon the

NORTH DAKOTA
4-30-04
Filed _____
Secretary of State
MDH



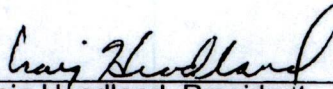
finding that certain standards are met, such indemnification shall be mandatory by the Company.

- B. No governor of the Company shall be personally liable to the Company nor to its members for any monetary damages or breach of fiduciary duty as a governor. However, this provision shall not eliminate or limit the liability of a governor:
- (1) For any breach of the governor's duty of loyalty to the limited liability company or to its members;
 - (2) For acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
 - (3) For any distributions from the Company which are determined to be illegal under North Dakota Statutes (Section 10-32-66 or any successor thereto);
 - (4) For any transaction from which the governor derived an improper personal benefit; or,
 - (5) For any act or omission occurring before the date when the provision in the Articles of Organization eliminating or limiting liability becomes effective.

DATED this 22nd day of April, 2004.

Daktel Communications, LLC

By:


Craig Headland, President

This Document Was Prepared By:
Steven E. Noack
Vogel Law Firm
Attorneys at Law
PO Box 1389
Fargo ND 58107-1389
Telephone: (701) 356-6380

State of North Dakota

SECRETARY OF STATE



RESTATED ARTICLES OF ORGANIZATION OF

DAKTEL COMMUNICATIONS, LLC

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that Restated Articles of Organization of

DAKTEL COMMUNICATIONS, LLC

duly signed and executed pursuant to the provisions governing a North Dakota Limited Liability Company, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State and by virtue of the authority vested in him by law, hereby issues this Restated Certificate of Organization to

DAKTEL COMMUNICATIONS, LLC

Effective Date: April 30, 2004

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING OF

DAKTEL COMMUNICATIONS, LLC

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that DAKTEL COMMUNICATIONS, LLC, a North Dakota LIMITED LIABILITY COMPANY, was issued a certificate of organization which was effective on April 11, 2000 and, according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a North Dakota LIMITED LIABILITY COMPANY.

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

DAKTEL COMMUNICATIONS, LLC

Issued: March 18, 2015

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

Alvin Jaeger
Secretary of State