BY-LAWS
of
BRISTOL BAY TELEPHONE COOPERATIVE, INC.
Amended 28 March 2024

ARTICLE I

MEMBERSHIP

SECTION 1. Requirements for Membership. Any person, partnership, firm, association, corporation, or body politic or subdivision thereof will become a member of BRISTOL BAY TELEPHONE COOPERATIVE, INC. (hereinafter called the "Cooperative"), upon submission of an application for telephone service from the Cooperative, provided that he/she/it:

(a) agrees to purchase telephone service from the Cooperative as hereinafter specified;

(b) agrees to comply with and be bound by the Articles of Incorporation and by-laws of the Cooperative and any rules and regulations adopted by the Board of Directors; and

(c) pays the membership fee hereinafter specified.

No person or entity shall be refused membership in a manner prohibited by state or federal law.

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

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 by-laws 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 of notice of the meeting;

(b) The vote 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; and

(g) Either, but not both, may be elected or appointed as an officer or director, provided that both meet the qualifications for such office.

SECTION 3. Conversion of Membership.

(a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his/her spouse to comply with the Articles of Incorporation, by-laws, and rules and regulations adopted by the Board.

(b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor, provided, however, that the estate of the deceased shall not be released from any debts due to the Cooperative.

SECTION 4. Membership Fees. The membership fee shall be Ten Dollars ($10.00). The membership fee is nonrefundable. An additional amount or amounts shall be paid for each connection, extension and other available services, in accordance with the rules and regulations prescribed by the Board.

SECTION 5. Purchase of Telephone Service. Each member shall, as soon as telephone service shall be available, purchase from the Cooperative the local telephone service specified in his/her/its application for membership, and shall pay therefor at rates which shall from time to time be fixed by the Board. It is expressly understood that amounts paid for telephone service in excess of the cost of service are furnished by members as capital, and each member shall be credited with the capital so furnished as provided in the by-laws. Each member shall pay to the Cooperative such minimum amount, regardless of the amount of telephone service utilized, as shall be fixed by the Board from time to time. Each member shall also pay all amounts owed by him/her to the Cooperative as and when the same shall become due and payable.

SECTION 6. Termination and Reinstatement of Membership

(a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe. The Board may, by the affirmative vote of not less than two-thirds of a quorum of the directors, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, by-laws, or rules and regulations adopted by the Board, but only if such non-complying members shall have been given written notice by the Cooperative that such failure makes him/her liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by a vote of the Board. Also, any expelled member may be reinstated by a corresponding 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 to him/her/it, has not purchased telephone service from the Cooperative, may be canceled by resolution of the Board.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such a member shall thereupon terminate. Termination of membership in any manner shall not release a member or his/her estate from any debts due the Cooperative.

(c) When telephone service has been terminated for a period of thirty days, membership in the Cooperative will also be terminated. If a former member wants telephone service after thirty days has passed since receiving service from the Cooperative, he/she/it will have to apply for reinstatement of membership and pay a $10.00 nonrefundable reinstatement fee.

ARTICLE II

RIGHTS AND LIABILITIES OF MEMBERS

SECTION 1. Patronage Capital in Connection with Furnishing Telephone Service. In the furnishing of telephone service, the Cooperative's operations shall be so conducted that all members will through their patronage furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its members for all amounts received and receivable from the furnishing of telephone service in excess of operating costs and expenses properly chargeable against the furnishing of telephone service. 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

the members as capital. The Cooperative is obligated to pay by credits to a capital account for each member 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 member is clearly reflected and credited in an appropriate record to the capital account of each member, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each member of the amount of capital so credited to his/her/its account. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash.

All amounts received by the Cooperative from its operations in excess of costs and 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, allocated to its members on a patronage basis, and any amount so allocated shall be included as part of the capital credited to the accounts of members, as herein provided.

The member hereby grants the Cooperative a security interest in the member's capital credit account as collateral to secure the repayment of any amount owed by such member to the Cooperative. The Cooperative, before retiring any capital credited to any member's account, shall deduct therefrom any amount owing by such member to the Cooperative, together with interest thereon at the legal rate of interest allowed on judgments in the State of Alaska in effect when such amount became overdue, compounded annually.

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 members' 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.

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.

Capital credited to the account of each member shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such member's premises served by the Cooperative unless the Board, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provision of these by-laws, the Board at its discretion, shall have the power at any time upon the death of any member, if the legal representatives of his or her estate shall request in writing that the capital credited to any such member be retired prior to the time such capital would otherwise be retired under the provisions of these by-laws, to retire capital credited to any such member immediately upon such terms and conditions as the legal representatives of such member's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

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

SECTION 2. Property Interest of Members. Upon dissolution of the Cooperative, 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 by-laws,

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 preceding the date of the filing of the certificate of dissolution.

SECTION 3. Non-Liability for Debts of the Cooperative. A member is not liable or responsible for any debts of the cooperative and the property of the members is not subject to execution therefor (AS 10.25.410).

ARTICLE III

MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. The annual meetings of the members shall be held during the last quarter of each year in each of the following communities: Igiugig, Levelock, Koliganek, Ekwok, New Stuyahok, South Naknek, and a joint meeting for Naknek and King Salmon which will alternate between the two communities if facilities are available. The location of the meeting place in each community, as selected by the Board, shall be designated in the notice of the meeting. The purposes of the annual meeting are electing directors, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. Items requiring a vote by the membership shall not be added to the agenda of the meeting then in progress but shall be added to the agenda of the next annual meeting or special 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 directors, by the President, or by ten percent or more of all the members, 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 shall be held within the areas serviced by the Cooperative as designated by the Board and the location 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 an annual or special meeting and, in case of a special meeting or an 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 to each member. Notice of an annual meeting shall be delivered not more than sixty (60) nor less than fifteen (15) days before the date of the meeting. Notice of a special meeting shall be delivered not more than one hundred twenty (120) nor less than ninety (90) days before the date of the meeting. Notice shall be delivered personally by mail, or electronic mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her/its address as it appears on the records of the Cooperative, with postage thereon prepaid. If sent by electronic mail, notice is considered given when the notice is sent to the member's electronic mailing address on record with the Cooperative. The failure of any member to receive notice of an annual or special meeting of the membership shall not invalidate any action which may be taken by the members at any such meeting.

SECTION 4. Waiver of Notice. Any member may waive in writing any notice of a meeting required to be given by these by-laws. The written waiver may be made either before or after such meeting. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting by such a member, except in case a member shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

SECTION 5. Quorum. Fifty members or five per centum of the members, present in person or participating in the meeting under Section 8, whichever shall be the smaller, shall constitute a quorum for an annual or special meeting of the members. If less than a quorum is present or participating in the meeting under Section 8 at any meeting, a majority of those voting 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 or participating in the meeting under Section 8. The number of members for determination of a quorum and for the purpose of establishing the voter rolls shall be equal to the number of valid memberships outstanding at the close of business fifteen days prior to the meeting. A member or delegate who votes on a matter by electronic communication received or mail postmarked before a meeting begins is considered to have attended the meeting for the matter on which the member or delegate voted.

SECTION 6. Voting.

(a) 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 by-laws.

(b) A business, agency or organization that is a member may designate a person to vote on its behalf by submitting to the meeting registrar prior to the meeting, either by mail or in person, a Voting Authorization form signed by an owner or officer of the business, agency or organization. Only an owner, officer or manager of the business agency or organization may vote on behalf of the business, agency or organization.

(c) Members shall be permitted to vote by mail for the election or removal of directors, amendments to the Articles of Incorporation or Bylaws, and any matters for which special notice to the membership is required. The Board of Directors shall adopt a written policy specifying the procedures for the distribution, collection and counting of ballots for voting by mail. By Board policy, the Cooperative may provide members the option to vote by electronic transmission on any matter upon which members may vote by mail, so long as electronic transmission is not the only allowed option for voting.

(d) New members shall be ineligible to vote at an annual or special meeting of the members if his/her/its application for membership is submitted later than fifteen days before the meeting.

SECTION 7. 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:

(a) Report on the number of members present in person in order to determine the existence of a quorum;

(b) 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;

(c) Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon;

(d) Presentation and consideration of reports of officers, trustees and committees;

(e) Election of Directors;

(f) Unfinished business;

(g) New business properly brought before the meeting and noticed to the membership;

(h) Adjournment.

SECTION 8. Election Annual Meeting. The Board of Directors may declare that an annual meeting of the members will be conducted in whole or in part by teleconference or another means of communication that ensures all members participating can hear each other during the meeting.

ARTICLE IV

DIRECTORS

SECTION 1. General Powers. The business and affairs of the Cooperative shall be managed by a Board of seven (7) members which shall exercise all of the powers of the Cooperative except such as are by law, the Articles of Incorporation, or these by-laws conferred upon or reserved to the members.

SECTION 2. Districts for Purpose of Election of Directors. For the purpose of electing directors, the territory served by the Cooperative is hereby divided into the following three (3) election districts:

(a) The Naknek River District, which consists of the communities of King Salmon, Naknek and South Naknek. Five of the seven directors shall be selected by and from the members who reside in the Naknek River District.

(b) The Kvichak River District, which consists of the communities of Igiugig and Levelock. One of the seven directors shall be selected by and from the members who reside in the Kvichak River District.

(c) The Nushagak River District, which consists of the communities of Ekwok, Koliganek and New Stuyahok. One of the seven directors shall be selected by and from the members who reside in the Nushagak River District.

SECTION 3. Election and Tenure of Office. Directors shall be elected by secret ballot at each annual meeting of the members, by and from the members, to serve until the next annual meeting of the members at which their terms expire or until their successors shall have been elected and shall have qualified. If an election of directors shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, a special meeting of the members shall be held for the purpose of electing directors within a reasonable time thereafter. Directors from the Naknek River District shall be elected by a plurality vote of the members from the Naknek River District. Directors from the Kvichak River District shall be elected by a plurality vote of the members from the Kvichak River District. Directors from the Nushagak River District shall be elected by a plurality vote of the members of the Nushagak River District. In the event that the votes for two or more candidates result in a tie, after a recount to confirm the tie, the Board shall conduct a coin toss to determine the candidate that will fill the director's seat, or if more than two candidates tie, conduct a drawing by lot to determine the candidate that will fill the director's seat.

Tenure of office shall be three (3) years.

The terms will be staggered three (3) year terms. Three members will be elected one year, two members will be elected in the next year, and two members will be elected the third year, as illustrated below:

Director	Year Elected					
	1	2	3	4	5	6
Nushagak District	X			X		
Kvichak District		X			X	
Naknek District – Director A			X			X
Naknek District – Director B	X			X		
Naknek District – Director C		X			X	
Naknek District – Director D			X			X
Naknek District – Director E	X			X		

SECTION 4. Qualifications. To become or remain a Director of the Cooperative a person must:

(a) be a member; and

(b) maintain a permanent residence in his/her election district; and

(c) not be employed by or financially interested in any entity which competes with, or contemplates competing with the Cooperative or any of its affiliates; and

(d) be a member in good standing. A member in good standing is one whose bill for services is not delinquent; and

(e) not have missed more than three (3) regular monthly Board meetings in any twelve (12) month period; and

(f) be at least 18 years of age on the date of the annual meeting at which he/she is elected; and

(g) not be incarcerated and not have been convicted of a felony involving a crime such as fraud, embezzlement, theft, or other crimes of dishonesty, unless his/her civil rights have been restored; and

(h) not have been employed by the Cooperative at any time in the past two (2) years.

Upon establishment of the fact that a director is holding the office in violation of any of the foregoing provisions, the Board may remove such director 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 5. Declaration of Candidacy.

(a) Form. A person who wishes to become a candidate for the Board of Directors shall complete and file a declaration of candidacy form. The declaration form shall state definitely:

(1) Full name of the candidate and the manner in which he/she wishes to have his/her name appear on the ballot;
(2) Full residence address of the candidate;
(3) Full mailing address of the candidate;
(4) That the candidate is a member in good standing of Bristol Bay Telephone Cooperative, Inc.; and
(5) Signatures and addresses of at least ten (10) members of the Cooperative in good standing.

(b) Time for Filing. All declaration of candidacy forms shall be filed with the corporate office no earlier than the 1st of August nor later than the 1st of September or, if not a regular business day, on the first business day thereafter. A form shall be deemed to have been filed when delivered in person or received in the mail, or when a copy is sent by fax, provided the original form is afterward mailed or delivered in person.

(c) Record. The corporate office will maintain a record containing the name and address of every person who filed a declaration of candidacy and also the date of the filing.

(d) Certification. Following the close of the candidacy period, an officer of the Board shall review the filed declaration of candidacy forms to determine eligibility and compliance with filing requirements. Those candidates who qualify shall be certified by the officer, and their names will appear on the ballot for the election district for which they filed.

(e) Withdrawal. In order to remove a name from the printed ballot, a candidate may withdraw his/her declaration of candidacy through the last day for filing declarations, by submitting a written notice of withdrawal to the corporate office. A candidate who wishes to withdraw may do so at any time.

SECTION 6. Removal of Director by Members. Any member may bring charges against a director by filing with the Secretary such charges in writing, together with a petition signed by at least ten per centum of the members of the district in which the director was elected, and may request the removal of such director by reason thereof. Such director shall be informed in writing of the charges at least ten days prior to the meeting of the members of the district in which the director was elected 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 with respect to the charges; and the person or persons bringing the charges against the director shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at the meeting of the members of the district in which the director was elected, and any vacancy created by such removal may be filled by vote of the members at such meeting.

SECTION 7. Vacancies. Subject to the provisions of these by-laws with respect to the filling of a vacancy caused by the removal of a director, or in case of a vacancy caused by death, resignation, incapacity or other reasons, or if no candidate files for an open seat during an election, a vote of a majority of a quorum of the remaining directors may appoint a qualified member to fill the vacancy only until the next annual meeting, at which time a new director will be elected to complete the unexpired term.

SECTION 8. Compensation. Directors shall not receive any salary for their services as such, except that members 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, directors 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. In no case shall any Director receive more than $10,000 in total compensation and/or reimbursement in any calendar year. This $10,000 shall include per diem and all travel expenses. Any travel expenses paid directly by the Cooperative shall be included in this amount. Credit card airmiles may not be used for any Director travel. The only Director travel costs of any kind to be excluded from this annual cap amount shall be travel costs incurred for travel for Cooperative business to/from a community served by the Cooperative. No director shall receive compensation for serving the Cooperative in any other capacity.

The Cooperative shall provide insurance for liability and shall otherwise indemnify all present and former directors against liability to the extent that their acts or omissions constituting the grounds for alleged liability were performed in their official capacity and, if actionable at all, were based upon good faith business judgments in the belief the acts or omissions were in the best interests of the Cooperative or were not against the best interests of the Cooperative, pursuant to AS 10.25.145.

The membership of Bristol Bay Telephone Cooperative, Inc. approves the amount of $75.00 to be paid to each director for each day of attendance at Board and/or committee meetings for Cooperative business.

ARTICLE V

MEETINGS OF BOARD

SECTION 1. Regular Meetings. A regular meeting of the Board shall be held monthly, except the board may opt not to hold a regular board meeting in July, at such time and place within the area 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. A regular meeting of the board shall also be held without notice immediately after and at the same place as the final annual meeting of the members for the purposes of electing officers, provided that a quorum is present.

SECTION 2. Special Meeting. Special meetings of the Board may be called by the President or by any three directors, 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 directors calling the meeting shall fix the time and place for holding the meeting.

SECTION 3. Notice of Special Board Meetings. Written notice of the time, place and purpose of any special meeting of the Board shall be delivered to each director either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the directors calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his/her 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. The phrase "shall be delivered to each director personally" means to be handed directly to the director by the person responsible for delivery of the notice. Telephonic notice may be substituted for written notice.

SECTION 4. Waiver of Notice. Any director may waive in writing any notice of a meeting required to be given by these by-laws. The written waiver may be made either before or after such meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting by such a director, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

SECTION 5. 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 directors present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent directors of the time and place of such adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise provided in these by-laws. Motions and resolutions submitted to the Board may be adopted or rejected by a voice vote, duly recorded by the Secretary.

SECTION 6. Attendance By Teleconference. Any director who is unable to be physically present at the designated time and place of any meeting of the Board may attend and participate in any Board meeting by means of telephone teleconferencing. Directors attending a meeting of the Board by means of teleconferencing shall be counted in determining the existence of a quorum.

ARTICLE VI

OFFICERS AND GENERAL MANAGER

SECTION 1. Officers. 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 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 is convenient. Each officer shall hold office until the first meeting of the Board following the next succeeding annual meeting of the members or until his 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.

(a) Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Cooperative will be served thereby.

(b) In addition, any member of the Cooperative may bring charges against any of its officers by filing with the Secretary such charges in writing, together with a petition signed by ten per centum of the members, and may request the removal of such officer by reason thereof. 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 against the officer shall have the same

opportunity. In the event the Board does not remove such officer, the question of his/her removal shall be considered and voted upon at the next meeting of the members.

(c) When a person holding an office ceases to be a director, that person thereupon simultaneously ceases to hold that office.

SECTION 4. President. The President shall:

(a) be the principal executive officer of the Cooperative and, unless otherwise determined by the members or by the Board, shall preside at all meetings of the members and of 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 by-laws to some other officer or general manager of the Cooperative, or shall be required by law to be otherwise signed or 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 his/her 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 perform such other duties as from time to time may be assigned to him/her by the President or the Board.

SECTION 6. Secretary. The Secretary shall:

(a) keep the minutes of the meetings of the members and of the Board in books provided for that purpose;

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

(c) be custodian of the corporate books and records and the seal of the Cooperative and affix 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 by-laws;

(d) keep a register of the names and mailing addresses of all members;

(e) keep on file at all times a complete copy of the Articles of Incorporation and by-laws and of all amendments thereto and shall make these documents available for inspection to any member upon reasonable request;

(f) delegate to employees of the Cooperative such taking of minutes, keeping of records, noticing of meetings and other duties as necessary or desired for efficient operation of the Cooperative; and

(g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board.

SECTION 7. Treasurer. The Treasurer shall:

(a) have custody of and be responsible for supervising all funds and securities of the Cooperative.

(b) be responsible for supervising the receipt of and 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;

(c) delegate to employees of the Cooperative such duties as necessary or desired for efficient operation of the Cooperative; and

(d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board.

SECTION 8. General Manager. The Board may appoint a general manager who may be, but who shall not be required to be, a member of the Cooperative. The general manager shall perform such duties and shall exercise such authority as the Board may from time to time vest in him/her.

ARTICLE VII

NON-PROFIT OPERATION

The Cooperative shall at all times be operated on a cooperative, non-profit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members.

ARTICLE VIII

DISPOSAL OF PROPERTY

Subject to the provisions of AS.10.25.400, the Cooperative may not sell, lease or otherwise dispose of more than 15 percent of the Cooperative's assets, less depreciation, as reflected on the books of the Cooperative at the time of the transaction unless such sale, lease or other disposition is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds of the members voting on the transaction, if the number of members voting to approve it constitutes a majority of all the members of the Cooperative, and unless the notice of such proposed sale, lease or other disposition will 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, will have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income there from, all upon such terms and conditions as the Board will determine, to secure any indebtedness of the Cooperative; and provided further that the Board may, (upon the authorization of a majority of those members of the Cooperative voting on the issue in an election in which at least 10 percent of the eligible members return ballots) subject to AS.10.25.400, sell, lease, or otherwise dispose of all or a substantial portion of its property to another Cooperative or to the State.

ARTICLE IX

SEAL

The corporate seal of the Cooperative will have inscribed thereon the name of the Cooperative and the words "Corporate Seal Alaska."

ARTICLE X

FINANCIAL TRANSACTIONS

SECTION 1. Accounting System and Reports. The Board shall cause to be established and maintained a complete accounting system for the Cooperative. The Board shall also, after the close of each fiscal year, cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial conditions of the Cooperative as of the end of such fiscal year. A report of such audit shall be submitted to the members at the next following annual meeting.

SECTION 2. Contracts. Except as otherwise provided in these by-laws, the Board may authorize any officer or the general manager to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

SECTION 3. 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 will be signed and/or countersigned by such officer or officers, employee or employees of the Cooperative and in such a manner as will from time to time be determined by resolution of the Board.

SECTION 4. Deposits. All funds of the Cooperative except petty cash shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board may select.

SECTION 5. 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.

SECTION 6. Bonds. An officer or officers, employee or employees of the Cooperative charged with the responsibility for the custody of any of its funds or property shall be bonded in such sum and with such surety as the Board shall determine.

ARTICLE XI

MISCELLANEOUS

SECTION 1. Membership in Other Organizations. The Cooperative may become a member of or purchase stock in any other organization with the approval of a two-thirds vote of a quorum of the Board of Directors, at a duly held meeting of the Board of Directors, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchase.

SECTION 2. Policies, Rules and Regulation. The Board shall have power to make and adopt such policies, rules and regulations as it may deem advisable for the management of the business and affairs of the Cooperative, provided they are not inconsistent with law, the Articles of Incorporation or these by-laws.

SECTION 3. Compensation. The powers, duties and compensation of the general manager and employees shall be fixed by the Board subject to the provisions of these by-laws with respect to compensation for a director and close relatives of a director contained in Article IV, Section 8.

SECTION 4. Area Coverage. The Board shall make diligent effort to see that telephone service is extended to all unserved persons within the Cooperative's service areas 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 members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal.

_____
Courtney Hoiby, President
Date:

ATTEST:

_____
Nicholas Holmes, Secretary-Treasurer
Date: