

BYLAWS
OF
NORTHEAST MISSOURI RURAL TELEPHONE COMPANY
LAST AMENDED February 22, 2021

ARTICLE I
MEMBERSHIP

SECTION 1. ELIGIBILITY. Any individual or entity with the capacity to enter into legally binding contracts shall be eligible to become a member, referred to in the Articles of Incorporation as a shareholder, of Northeast Missouri Rural Telephone Company at times herein called COOPERATIVE by:

- (a) Making a written application for membership therein (hereinafter called “Application for Membership”);
- (b) Agreeing to purchase retail communications service from within the State certificated boundaries; Arbela, Brock, Green City, Lemons, Luray, Martinstown, Memphis, Novinger, Omaha, Pollock, Queen City, Tobin Creek, Unionville, and Winigan exchanges as of January 1, 2020; of the Cooperative as herein specified; and
- (c) Agreeing to comply with and be bound by the Articles of Incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the Board of Directors (hereinafter called the Board);

provided, however, that no individual or entity with the capacity to enter into legally binding contracts shall become a member unless and until he, she or it has been accepted for membership by the Board. No member may hold more than one membership in the Cooperative and no membership shall be transferable.

Notwithstanding the above, customers obtained by merger with another telecommunications company will be deemed to have made said application and complied with all other requirements for membership.

Purchasers of the cooperative's services at wholesale or otherwise for resale shall not be eligible for membership or patronage credits with respect to such wholesale services.

SECTION 2. JOINT MEMBERSHIP. Spouses, by specifically so requesting in writing, may be accepted into joint membership or, if one of them is already a member, may automatically convert such membership into a joint membership. The words “member”, “applicant”, “person”, “his” and “him” as used in these Bylaws, shall include spouses applying for or holding a joint membership, and all provisions relating to the rights, powers, terms, conditions, obligations, responsibilities and liabilities of membership shall apply equally, severally and jointly to them. Without limiting the generality of the foregoing:

- (a) The confirmed electronic vote of either or both shall constitute the presence of one member and a joint waiver of notice of the meeting ;
- (b) The vote of either or both shall constitute one joint vote;
- (c) Notice to, or waiver of notice signed by, either or both shall constitute, respectively, a joint notice or waiver of notice;
- (d) Suspension or termination in any manner of either shall constitute, respectively, suspension or termination of the joint membership;
- (e) Either, but not both concurrently, shall be eligible to serve as a director of the Cooperative, but only if both meet the qualifications required therefore; and
- (f) Neither will be permitted to have any additional service connections except through their one joint membership.

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 or her spouse to comply with the Articles of Incorporation, Bylaws, and any 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. The outstanding membership shall be reissued in such manner as shall indicate the changed membership status, provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

SECTION 4. MEMBERSHIP FEE. There is no membership fee. Membership is obtained through the purchase of service from the Cooperative.

SECTION 5. PURCHASE OF SERVICE. Each member shall, as soon as service is available, take service from the Cooperative to be used on the premises specified in their application for membership and shall pay therefore monthly at rates which shall from time to time be fixed by the Board. It is expressly understood that amounts paid for 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 these Bylaws. Each member shall pay to the Cooperative such minimum amount per month for service as shall be fixed by the Board from time to time. Each member shall also pay all amounts owed by him or her to the Cooperative as and when the same shall become due and payable.

SECTION 6. TERMINATION OF MEMBERSHIP

- (a) The Board may, by the affirmative vote of not less than two-thirds (2/3) of all the Directors, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws or any rules or regulations adopted by the Board, but only if such member shall have been given written notice by the Secretary that such failure makes him 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. The membership of a member who has not permitted the installation of service within thirty (30) days after he or she has been notified service is available to him or her, or of a member who has ceased to purchase service from the Corporation, shall be expelled 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 his/her estate from any debts due the Corporation.

SECTION 7. The shareholder or membership list maintained by the Cooperative shall be the official record of shares and memberships, and shall be conclusive as to shareholder or membership status. Formal certificates shall not be issued.

ARTICLE II

RIGHTS AND LIABILITIES OF THE COOPERATIVE AND THE MEMBERS

SECTION 1. SERVICE OBLIGATIONS. The Cooperative will use reasonable diligence to furnish adequate and dependable services, but it cannot and does not guarantee uninterrupted services, nor will it be responsible to provide every service desired by each individual member.

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.

SECTION 3. PROPERTY INTEREST OF MEMBERS UPON DISSOLUTION. Upon dissolution, after:

- (1) All debts and liabilities of the Cooperative shall have been paid; and
- (2) All capital furnished through patronage shall be retired as provided in these Bylaws;
- (3) Then, 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 member and former member bears to the total patronage of all such members and such former members on the date of dissolution unless otherwise provided by law.

ARTICLE III

MEETING OF MEMBERS

SECTION 1. ANNUAL MEETING. The annual meeting of the members shall be held each year as designated in the notice of the meeting for the purpose of electing directors, passing upon reports covering the previous fiscal year, and transacting such 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. If the election of Directors shall not be held on the day designated herein for any annual meeting, or for any adjournment thereof, the Board shall cause an election to be at a special meeting of the members as soon thereafter as conveniently may be. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

SECTION 2. SPECIAL MEETINGS. A special meeting of the members may be called by the Board, by the President, by any three (3) Directors or by petition signed by not less than ten (10%) percent of the then-total members of the Cooperative and it shall thereupon be the duty of the Board to determine the date, location, and time of the meeting, and it shall be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Such a meeting may be held at such place in one of the counties in Missouri within which the Cooperative serves, on such date, not sooner than forty (40) days after the call for such meeting is made or a petition therefore is filed, and beginning at such hour as shall be determined by the Board.

SECTION 3. NOTICE OF MEMBER MEETINGS. Written or printed notice of the place, day and hour of the meeting and, in the case of a special meeting or of an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes of the meeting shall be delivered to each member not less than (10) days nor more than twenty-five (25) days prior to the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary. Any such notice delivered by

electronic or U.S. mail may be included with member service billings. No matter, the carrying of which, as provided by law or by the Cooperative's Articles of Incorporation or Bylaws, requires the vote of the members shall be acted upon at any meeting of the members unless notice of such matter shall have been contained in the notice of 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 or her address as it appears on the records of the Cooperative, with postage thereon prepaid and postmarked at least ten (10) days prior to the meeting date. If emailed, such notice shall be deemed delivered when addressed and sent to the electronic mail address of the member as it appears on the records of the Cooperative, with such electronic transmission made at least ten (10) days prior to the meeting date. In making such computations, the date of the meeting shall not be counted. 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. Five (5%) percent of the outstanding membership, represented by confirmed electronic vote, shall constitute a quorum at a meeting of members. Once a quorum is established, it shall be deemed to continue throughout the meeting. If less than a quorum is represented at any attempted members' meeting, no business shall be conducted, and the presiding officer shall adjourn the meeting. The Board of Directors shall determine the date, time, and location of the adjourned meeting to be held within (90) days of adjournment. Notice of the meeting adjourned pursuant to this Section 4 shall be in the same manner as set forth in Section 3 of this Article.

SECTION 5. VOTING AT MEETINGS

- (1) Each member shall be entitled to only one (1) vote upon each matter submitted to a vote at a meeting of the members. All voting shall be by confirmed electronic votes for director elections, bylaw amendments submitted to the membership, and director removal in accordance with the procedures provided by the Board of Directors. In the case of a tie vote, the tie shall be broken by the President flipping a coin.
- (2) All questions, except those involving multiple choice issues, election of candidates, or determinations, shall be decided by a vote of the majority of the members voting thereon except as otherwise provided by law, the Articles of Incorporation, or these Bylaws. Multiple choice issues, election of candidates, or determinations shall be decided by a plurality vote.

SECTION 6. PROXIES. No member may vote by proxy at any time concerning any matter.

SECTION 7. MEETING BUSINESS.

- (1) At any special meeting of the members only such business shall be conducted as shall have been set forth in the notice of special meeting.
- (2) At any annual meeting of members, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (a) specified in the notice of the meeting; (b) a proper subject matter of membership action under these bylaws, and (c) approved by the Board for inclusion in the notice of meeting.

SECTION 8. 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 existence of a quorum.
2. Reading of the notice of the meeting and proof of publication and 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 taking of the necessary action thereon.
4. Presentation and consideration of reports of officers, directors and committees.
5. Election of Directors.
6. Unfinished business.
7. New business.
8. Adjournment.

Notwithstanding the foregoing, the Board of Directors or the members themselves may from time to time establish a different order of business for the purpose of assuring the earlier consideration of and action upon any item of business the transaction of which is necessary or desirable in advance of any other item of business: PROVIDED, that no business other than adjournment of the meeting to another time and place may be transacted until and unless the existence of a quorum is first established.

ARTICLE IV

DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Cooperative shall be managed by a Board of not less than seven or more than eleven

directors which shall exercise all of the powers of the Cooperative except such as are by law, the Articles of Incorporation, or these Bylaws conferred upon or reserved to the members.

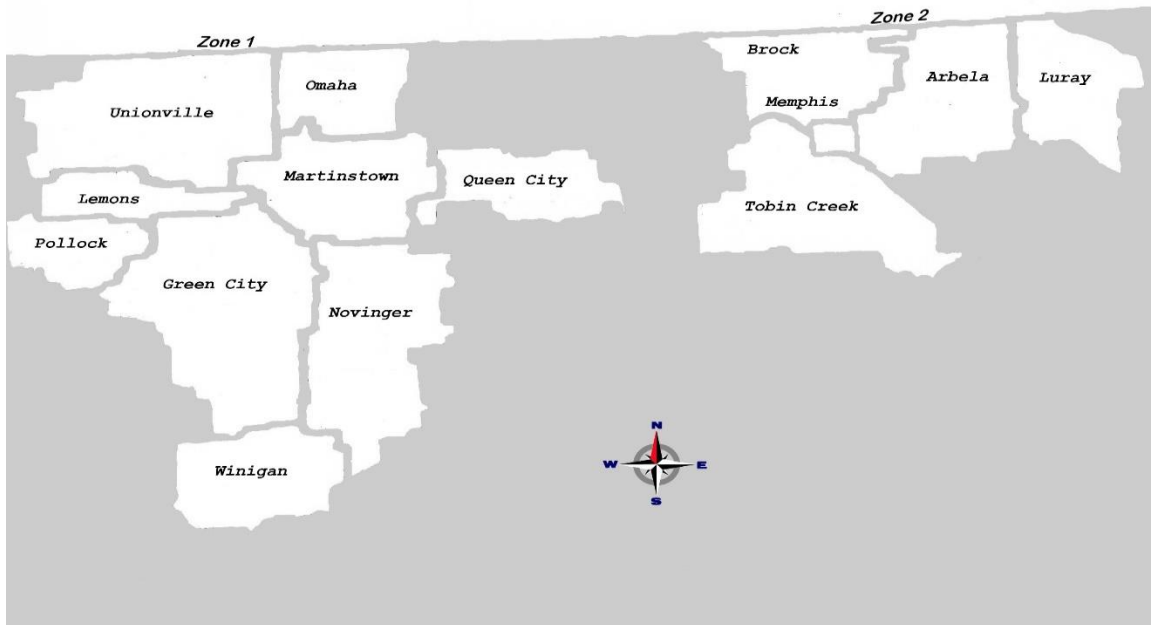
SECTION 2. ELECTION PROCESS AND TENURE OF OFFICE. Directors shall be elected by a secret ballot at each annual meeting when there is competition for the Board seat(s) to be filled. They shall be elected by and from the members to serve a three (3) year term, or, until their successors shall have been elected and shall have qualified. The terms of the directors shall be staggered to insure continuity. 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 at a reasonable time thereafter. Directors shall be nominated and elected as provided hereinafter.

SECTION 3. BOARD ZONES. Each Board member shall represent all members. The Cooperative is divided into 2 geographic service zones with no more than 1 director from an exchange. Directors shall be elected to the Board by the entire Membership.

The zones are set forth and depicted as follows:

Zone 1	Zone 2
Green City	Arbela
Lemons	Brock
Martinstown	Luray
Novinger	Memphis
Omaha	Tobin Creek
Pollock	
Queen City	
Unionville	
Winigan	

Director Geographical Zones 1 & 2



Pursuant to a revision to Article Four of the Articles of Incorporation adopted by the membership at their September 13, 2014, Annual Meeting, and pursuant to Board Policies adopted at the February 17, 2014, Board of Directors meeting and March 3, 2020 Special Board of Directors Meeting, the Board size will be nine members. At the August 17, 2020 Board of Directors Meeting, the Board determined that the size of the Board should be reduced to seven (7) members through regular resignation or retirement of Directors. Therefore, whenever a current Board member announces an intention to resign or retire, the Board may choose not to hold an election to replace that Director and, instead, reduce the size of the Board.

Presently, there are five (5) Directors from Zone 1 and four (4) Directors from Zone 2. Recognizing that the evolution to a seven-member Board of Directors through resignations and retirements will take time, the Board is authorized to move towards a seven-member Board at its own discretion and pace when determining whether or not to hold an election to replace a resigning or retiring Director.

SECTION 4. QUALIFICATIONS

- (1) Any member shall be eligible to be nominated, elected, serve as, and remain a Director of the Cooperative provided that he or she:
 - (a) Subject to the provisions of Section 3 above, resides in the geographic area from which he or she is elected, and has resided there for more than two hundred and forty (240) days during the last (12) month period.

- (b) Is not an employee of the Cooperative, has not been employed by the Cooperative or any subsidiary thereof during a period of sixty (60) months prior to becoming a director, and is not in any material way financially interested in a competing enterprise or a business engaged in selling communication services or communication supplies or maintaining communication facilities. The Board may, by general rule or in particular circumstances determine which interests in a competing enterprise are material.
 - (c) Is not closely related to an incumbent Director or an employee of the Cooperative. As used here, “closely related” means a person who is related to the principal person by consanguinity or affinity, to the second degree or less – that is, a person who is either a spouse, child, grandchild, grandparent, parent, brother, sister, aunt, uncle, nephew or niece, by blood or in law, of the principal. However, no incumbent Director shall lose eligibility to remain a Director or to be reelected as a Director if he becomes a close relative of another incumbent Director or of a Cooperative employee because of a marriage to which he was not a party; neither shall an employee lose eligibility to continue in the employment of the Cooperative if he or she becomes a close relative of a Director because of a marriage to which he or she was not a party.
 - (d) Notwithstanding the foregoing, the Cooperative shall adopt a written policy which will govern the application in practice of this Bylaw section to assure no employee will suffer unjust or unreasonable discrimination because of marital status.
- (2) Nothing in this Section shall affect, in any manner whatsoever, the validity of any action taken at any meetings of the Board.

SECTION 5. NOMINATIONS.

- (1) It shall be the duty of the Board to appoint, not less than sixty (60) days nor more than one hundred twenty (120) days before the date of a meeting of the members at which Board members are to be elected, a committee on nominations consisting of not less than three (3) nor more than eight (8) members. At least one (1) member of the committee shall be selected from each geographic area where a Director is to be elected. No member of the Board, close relative of a Board member, or employee of a Board member may serve on such committee. The committee shall prepare and post at the principal office of the Cooperative at least twenty (20) days before the meeting of the members at which Board members are to be elected, a list of nominations for Board members which shall include as many nominees for each Board position as the committee deems desirable.
- (2) The secretary shall be responsible for mailing (electronic or U.S. mail) with a Notice of the Meeting, or separately, but at least ten (10) days before the date of the

Nominating Committee meeting, a statement of the number of Board members to be elected, the zones, and the names and addresses of the incumbent candidates.

- (3) Any fifteen (15) or more members acting together may make other nominations by petition and the Secretary shall post such nominations at the same place where the list of nominations made by the committee is posted. Nominations made by petition, if any, must be received at least sixty (60) days before the meeting of the members at which Board members are to be elected. No new nominations will be accepted beyond this date. The official ballot shall arrange the names of the candidates by geographic areas and shall also designate the candidates nominated by the committee and those nominated by petition.
- (4) Incumbent Board members must be re-nominated by the committee, or by petition.

SECTION 6. ELECTION OF DIRECTORS

- (1) Contested elections of Directors shall be by a form of electronic vote. The ballot shall list the names of the candidates nominated by the committee and by petition with such names arranged by zones.
- (2) Each member of the Cooperative shall be entitled to vote for the candidate(s) from each zone from which a Director is to be elected or on any issue before the meeting. The candidate from each zone from which a Director is to be elected receiving a plurality of votes cast for that office at such meeting shall be declared elected as a Director. Failure of an election for a given year shall allow the incumbent Directors whose directorships would have been voted on to hold over only until the next member meeting at which a quorum is present.

SECTION 7. REMOVAL OF DIRECTOR BY MEMBERS AND RESIGNATIONS.

- (1) Any member may bring charges against a Director which shall specify malfeasance or nonfeasance of the duties and responsibilities of his or her position. Such charges shall be in writing and filed with the Secretary together with a petition signed by at least ten (10) percent of the members, or two hundred (200) members, whichever is the lesser, and may request the removal of such Director by reason thereof.
- (2) Such Director shall be informed in writing of the charges at least ten (10) days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the membership meeting to be heard in person or by counsel to present evidence in respect to the charges; and the person or persons bringing the charges against him or her 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. No Director shall be removed from office unless by a vote of two-thirds (2/3) of the members present.

- (3) Any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with provisions of Section 5 with respect to nominations.
- (4) A Director may resign at any time by written notice delivered to the Board of Directors, the President or Secretary of the Cooperative. A resignation is effective when the notice is delivered unless the notice specifies a future date. The pending vacancy may be filled before the effective date but the successor shall not take office until the effective date.

SECTION 8. VACANCIES. Subject to the provisions of these Bylaws with respect to the filling of vacancies caused by the removal of Directors by the members, a vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Directors for the unexpired portion of the term, provided, however, that in the event the vacancy is not filled by the Board within sixty (60) 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. However, subject to the provisions of Section 3 of this Article, any successor, whether chosen by the Board or the members must reside in the same zone as the vacant directorship and have the same qualifications for office as set forth in Section 3. If a Director duly elected by the membership moves his or her residence to another zone of the Cooperative, he or she may continue to serve as Director for the former zone until the next regular election for that zone.

SECTION 9. COMPENSATION AND BENEFITS OF BOARD MEMBERS.

- (1) Directors shall, as determined by the resolution of the Board, receive 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.
- (2) Directors who elect to participate may be extended various forms of liability and accident insurance as well as participation in benefits provided to employees, except for benefits based on salary.
- (3) Other than as set forth above, no Director shall receive compensation for service to the Cooperative in any other capacity, nor shall any close relative of a Director 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 Director or his or her close relative shall have been certified by the Board as an emergency measure. The definition of "Close relative" in Section 4(c) and any written policy adopted by the Board on nepotism pursuant to Section 4(c) shall also govern here.

SECTION 10. RULES, REGULATIONS, RATE SCHEDULES AND CONTRACTS. The Board of Directors shall have the power to make, adopt, amend, abolish and promulgate such rules, regulations, rate classifications, rate schedules, applications, service contracts, security deposits or any other types of deposits, payments or charges including contributions in aid of construction, not inconsistent with law or the Certificate of Incorporation or Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative, or cause such to be submitted for any appropriate governmental-regulatory approval. The Board of Directors shall have final authority to resolve all questions or issues presented with respect to the wording of the Articles of Incorporation, these Bylaws, and all such rules, rate schedules, or service contracts with members.

SECTION 11. ACCOUNT SYSTEMS AND AUDITS. The Board of Directors shall cause to be established and maintained a complete accounting system of the Cooperative's financial operations and condition, and shall, after the close of each fiscal year, cause to be made a full, complete and independent audit of the Cooperative's accounts, books and records reflecting financial operations during, and financial condition as of the end of, such year. A full and accurate summary of such audit reports shall be submitted to the members at, or prior to, the succeeding annual meeting of the members. The Board may authorize special audits, complete or partial, at any time and for any specified period of time.

ARTICLE V

MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held, without notice, immediately after the adjournment of the annual meeting of the members, or as soon thereafter as conveniently may be, at such site as designated by the Board in advance of the annual member meeting. A regular meeting of the Board of Directors shall also be held monthly at such date, time and place as the Board shall provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the date, time and place thereof, except when business to be transacted thereat shall require special notice: Provided, that any director absent from any meeting of the Board at which such a resolution initially determines or makes any change in the date, time or place of a regular meeting shall be entitled to receive written notice of such determination or change at least three (3) days prior to the next meeting of the Board; and provided further, that, if a policy therefor is established by the Board, the President may change the date, time or place of a regular monthly meeting for good cause and upon not less than (3) days' notice thereof to all Directors.

SECTION 2. SPECIAL MEETINGS. A special meeting of the Board of Directors may be called by the Board of Directors, by the President or by any three (3) Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The Board, the President, or the Directors calling the meeting shall fix the date, time and place for the meeting unless all Directors consent to its being held in some other place. Special meetings, upon proper notice as otherwise

provided may also be held via telephone conference call, without regard to the actual location of the Directors at the time of such a telephone conference meeting, if all the Directors consent thereto.

SECTION 3. NOTICE OF DIRECTORS MEETINGS. Written notice of the date, time, place (or telephone conference call) and purpose or purposes of any special meeting of the Board and, when the business to be transacted thereat shall require such, of any regular meeting of the Board shall be delivered to each Director not less than three (3) days prior thereto, either personally or by mail, by or at the direction of the Secretary or, upon a default in this duty by the Secretary, by those calling it in the case of a special meeting or by any Director in the case of a meeting whose date, time and place have already been fixed by Board resolution. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Director at his or her address as it appears on the records of the Cooperative, with first class postage thereon prepaid, and postmarked at least five (5) days prior to the meeting date. If sent by electronic transmission, such notice shall be deemed to be delivered when transmitted to the Director at his or her electronic mail address as it appears on the records of the Cooperative, at least three (3) days prior to the meeting date. The attendance of a Director at any meeting of the Board shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or if one or more items of business on the ground that the meeting shall not have been lawfully called or convened.

SECTION 4. QUORUM. The presence in person of a majority of the Directors in office shall be required for the transaction of business and the affirmative votes of a majority of the Directors present and voting shall be required for any action to be taken: Provided, that a Director who by law or these Bylaws is disqualified from voting on a particular matter shall not, with respect to consideration of and action upon that matter, be counted in determining the number of Directors in office or present; And provided further, that, if less than a quorum be present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, but shall cause the absent Directors to be duly and timely notified of the date, time and place of such adjourned meeting.

SECTION 5. UNANIMOUS CONSENT IN WRITING. Unless otherwise prohibited by law, Board actions may be taken without a meeting and without a vote if unanimous consent of the Board is obtained in writing setting forth the action taken in detail and the writing is signed by all Board members entitled to vote.

ARTICLE VI

OFFICERS; MISCELLANEOUS

SECTION 1. NUMBER AND TITLE. The officers of the Cooperative shall be a President, Vice President, Secretary and Treasurer, and such other officers as may from time to time be determined by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The four officers named in Section 1 shall be elected by secret written ballot, annually and without prior nomination, by and from the Board of Directors at the first meeting of the Board held after the annual meeting of the members. If the election of such officers shall not be held at such meeting, it shall be held as soon thereafter as conveniently may be. Each such officer shall hold office until the meeting of the Board first held after the next succeeding annual meeting of the members or until his successor shall have been duly elected and shall have qualified, subject to the provisions of the Bylaws with respect to the removal of Directors and to the removal of officers by the Board of Directors. Any other officers may be elected by the Board from among such persons, and with such title, tenure, responsibilities and authorities, as the Board of Directors may from time to time deem advisable.

SECTION 3. REMOVAL. Any officer, agent or employee elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Cooperative will thereby be served.

SECTION 4. PRESIDENT. The President shall:

- (a) be the principal executive officer of the Board of Directors and shall preside at all meetings of the Board of Directors, and, unless determined otherwise by the Board of Directors, at all meetings of the members;
- (b) sign any deeds, 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 shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and
- (c) in general, 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 5. VICE PRESIDENT. In the absence of the President, or in the event of his 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; and shall perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

SECTION 6. SECRETARY. The Secretary shall:

- (a) keep, or cause to be kept, the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose;

- (b) see that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Cooperative and see that the seal of the cooperative is affixed to all documents the execution of which, on behalf of the Cooperative, is duly authorized in accordance with the provisions of these Bylaws or as required by law;
- (d) keep, or cause to be kept, a register of the name and post office address of each member, which address shall be furnished to the Cooperative by such member;
- (e) have general charge of the books of the Cooperative in which a record of the members is kept;
- (f) keep on file at all times a complete copy of the Cooperative's Articles of Incorporation and Bylaws, together with all amendments thereto, which copies shall always be open to the inspection of any member, and, at the expense of the Cooperative, furnish a copy of such documents and of all amendments thereto upon request to any member; and
- (g) in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 7. TREASURER. The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) receive and give receipts for monies due and payable to the Cooperative from any source whatsoever, and deposit or invest all such monies in the name of the Cooperative in such bank or banks or in such financial institutions or securities as shall be selected in accordance with the provisions of these Bylaws; and
- (c) 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 by the Board of Directors.

SECTION 8. DELEGATION OF SECRETARY'S AND TREASURER'S RESPONSIBILITIES

Notwithstanding the duties, responsibilities and authorities of the Secretary and of the Treasurer hereinbefore provided, 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 or routine administration of, one or more of each such officer's such duties to one or more agents, other officers or employees of the Cooperative who are not Directors. To the extent that the Board does so delegate with respect to any such officer, that officer as such shall be released from such duties, responsibilities and authorities.

SECTION 9. GENERAL MANAGER; CHIEF EXECUTIVE OFFICER. The Board of Directors may appoint a General Manager, who may be, but who shall not be required to be, a member of the Cooperative, and who also may be designated Chief Executive Officer. Such officer shall perform such duties as the Board of Directors may from time to time require and shall have such authority as the Board of Directors may from time to time vest in him or her.

SECTION 10. BONDS The Board of Directors shall require the Treasurer and any other officer, agent or employee of the Cooperative charged with responsibility for the custody of any of its funds or property to give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine. The costs of all such bonds shall be borne by the Cooperative.

SECTION 11. COMPENSATION; The compensation, if any, of any agent or employee shall be determined by the Board of Directors.

SECTION 12. REPORTS. The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. Except as otherwise provided by law or these Bylaws, the Board of Directors may authorize any Cooperative officer, agent or employee to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness, issued in

the name of the Cooperative, shall be signed or countersigned by such officer, agent or employee of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 3. DEPOSITS; INVESTMENTS. All funds of the Cooperative shall be deposited or invested from time to time to the credit of the Cooperative in such bank or banks or in such financial securities or institutions as the Board of Directors may select.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS

SECTION 1. INDEMNIFICATION OF PARTIES TO LEGAL PROCEEDING.

- (1) The Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigation (other than an action by, or in the right of the Cooperative) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Cooperative or who is or was serving at the request of the Cooperative as a Director, officer, employee, or agent of another cooperative association, corporation, partnership, joint venture, trust, or other enterprise, against expenses, (including attorney's fees) adjustments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding; provided such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct of such person was unlawful.
- (2) The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon pleas of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct of such person was unlawful.

SECTION 2. INDEMNIFICATION OF PARTIES TO ACTIONS BY OR IN RIGHT OF COOPERATIVE.

- (1) The Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action or suit by, or in the right of, the Cooperative to procure a judgment in its favor by reason of the fact that such person is, or was, a Director, officer, employee, or agent of the Cooperative, or is, or was, serving at the request of the Cooperative as a Director, officer, employee or agent of another cooperative, association, corporation, partnership, joint venture, trust,

or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith, and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Cooperative.

- (2) No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of the duty of such person to the Cooperative, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity of such expenses as the court shall deem proper.

SECTION 3. INDEMNIFICATION OF PERSON SUCCESSFULLY DEFENDING. To the extent that a Director, officer, employee, or agent of the Cooperative has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 1 and 2, in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection therewith.

SECTION 4. INDEMNIFICATION DETERMINATIONS. Any indemnification under Section 1 and 2 (unless ordered by a court) shall be made by the Cooperative only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made:

- (1) By the Board by a majority vote of a quorum consisting of Directors who were not parties to such action suit, or proceedings; or
- (2) If such a quorum is not obtainable, or if obtainable, if a majority of Directors who were not parties to such action, suit or proceedings so directs, by independent legal counsel in a written opinion: or
- (3) By the members.

SECTION 5. EXPENSES ADVANCED. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Cooperative in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board in the specific case, upon receipt of a firm commitment by or on behalf of the Director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Cooperative as authorized in this Article.

SECTION 6. RIGHTS OF PERSONS INDEMNIFIED. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as

to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7. INSURANCE COVERAGE. The Cooperative may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Cooperative, or who is or was serving at the request of the Cooperative as a Director, officer, employee, or agent of another Cooperative, association, corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of the status of such person as such, whether or not the Cooperative would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE IX

NON-PROFIT OPERATION

SECTION 1. INTEREST 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 COMMUNICATIONS SERVICE. In the furnishing of service, the Cooperative's operations shall be so conducted that all patrons will furnish capital for the Cooperative. To induce patronage and assure that the Cooperative will operate on a nonprofit basis, the Cooperative is obligated to account on a patronage membership basis to all its patrons for all amounts receivable from the furnishing of service in excess of the sum of (a) operating costs and expenses properly chargeable against the furnishing of service, and (b) amounts required to offset any losses incurred during the current year, and, if so determined by vote of the Board of Directors, any prior fiscal year. All such excess amounts are received by the Cooperative with the understanding that they are furnished as capital. The Cooperative is obligated to pay, by credits to a capital account, for each patron, all such excess amounts. The books and records of the Cooperative shall be set up and kept so that at the end of each fiscal year, the amount of capital, if any, 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 their account. All such amounts credited to the capital account of any patron, shall have the same status as if paid to the patron in cash, pursuant to a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital. Notwithstanding any statement to the contrary the amount to be credited to the patrons' accounts for a given year shall be the greater of regular taxable income, determined without regard to this sentence or alternative minimum taxable income, computed without regard to this sentence.

All other 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 purposes, allocated to its patrons on a patronage basis, and be included as part of the capital credited to the accounts of patrons as herein provided.

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: Provided, that insofar as gains may at that time be realized from the sale of any appreciated asset, such gains shall be distributed to all members who were patrons during the period the asset was owned by the Cooperative in proportion to the amount of business done by such patrons during that period, insofar as is practicable, as determined by the Board of Directors 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 shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. The Board of Directors, acting under policies of general application, shall determine the method, basis, priority, and order of retirement for capital so credited, provided, however, that the Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by any organization that furnished service to the Cooperative. Such rules shall (a) establish a method for determining the portion of such capital credited to each patron for each applicable fiscal year, (b) provide for separate identification on the Cooperative's books of such portions of capital credited to the Cooperative's patrons, and (c) provide for appropriate notifications to patrons with respect to such portions of capital credited to their accounts.

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

Notwithstanding any other provisions of these Bylaws, the Board of Directors shall at its discretion have the power at any time upon the death of any patron who was a natural person (or, if as so provided for in the preceding paragraph, upon the death of an assignee of the capital credits of a patron, which assignee was a natural person), if the legal representatives of his or her estate shall request in writing that the capital so credited or assigned, as the case may be, be retired prior to the time such capital would otherwise be retired upon the provisions of the Bylaws, to retire such capital immediately upon such terms and conditions as the Board of Directors, acting under policies of general application to situations of like kind, and such legal representatives, shall agree upon, including discounting the refund of such credits to present value reflecting current cost of capital and retirement period, provided, however, that the financial condition of the Cooperative will not be impaired thereby.

The Cooperative, before retiring any capital credited to any patron's account, shall deduct therefrom any amount owing by such patron to the Cooperative.

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws 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.

SECTION 3. UNCLAIMED MONIES. Notwithstanding any provision herein contained to the contrary, any patron who fails to claim any utility deposit, membership fees, payment for retirement of capital credits, or any other monies or account balances within two (2) years after payment thereof has been made available to such patron, shall have made an irrevocable assignment and gift to the Cooperative of such unclaimed monies. Upon expiration of two or more years after availability of such monies, the Cooperative shall give sixty (60) days' notice in a newspaper of general circulation, published in the County of the last known address of the patron where service was last provided. Such notice shall contain the patron's name, approximate amount and type of unclaimed monies, and that if not duly claimed within sixty (60) days after the publication of such notice, the Cooperative shall, after offsetting any outstanding amounts due and owing the Cooperative from said patron, thereafter treat the net unclaimed amount as donated capital to the Cooperative, to be included in the fiscal year in which the 60 day after published notice falls.

ARTICLE X

MISCELLANEOUS

SECTION 1. MEMBERSHIP IN OTHER ORGANIZATIONS. The Cooperative may become a member or purchase stock in other profit or nonprofit organizations, associations, partnerships, or joint ventures when the Board finds that the general or long-term interests of its membership will be served by such investments or participation.

ARTICLE XI

WAIVER OF NOTICE

Any member or Director may waive, in writing, any notice of meetings required to be given by these Bylaws or any notice that may otherwise be required, either before or after such notice is required to be given.

ARTICLE XII

DISPOSITION AND PLEDGING OF PROPERTY;

DISTRIBUTION OF SURPLUS ASSETS ON DISSOLUTION

SECTION 1. DISPOSITION AND PLEDGING OF PROPERTY. The Cooperative may, at a duly held meeting of the members, authorize the sale, lease, lease-sale, exchange, transfer or other disposition of all or a substantial portion of the Cooperative's properties and assets only upon the affirmative votes of two-thirds (2/3) of the then-total members of the Cooperative; however, the Board of Directors, without authorization by the members, shall have full power and authority (1) to borrow monies from any source and in such amounts as the Board may from time to time determine, (2) to mortgage or otherwise pledge or encumber any or all of the Cooperative's properties or assets as security therefor, and (3) to sell, lease, lease sell, exchange, transfer or otherwise dispose of merchandise, property no longer necessary or useful for the operation of the Cooperative, or less than a substantial portion of the Cooperative's properties and assets. "Substantial portion" means ten (10%) percent or more of the Cooperative's total assets as reflected on its books at the time of the transaction. No sale, lease, lease-sale, exchange, transfer or other disposition of all or a substantial portion of the Cooperative's properties and assets shall be authorized except in conformity with the following:

- (1) If the Board of Directors look with favor upon any proposal for such sale, lease, lease-sale, exchange, transfer or other disposition, it shall first cause three (3) independent, non-affiliated appraisers, in such matters, to render their individual opinions as to the value of the Cooperative with respect to such a sale, lease, lease-sale, exchange, transfer or other disposition and as to any other terms and conditions which should be considered. The three (3) such appraisers shall be designated by a Circuit Court Judge for the Judicial District in Missouri in which the Cooperative headquarters are located. If such judge refuses to make such designations, they shall be made by the Board of Directors.
- (2) If the Board determines that favorable consideration should be given to the initial or any subsequent proposal which has been submitted to it, it shall so notify the members not less than sixty (60) days before noticing a special meeting of the members thereon or, if such be the case, the next annual member meeting expressing in detail each of any such proposals, and shall call a special meeting of the members for consideration thereof and action thereon, which meeting shall be held not less nor more than twenty-five (25) days after the giving of notice thereof to the members: Provided, that consideration and action by the members may be given at the next annual member meeting if the Board so determines and if such annual meeting is held not less nor more than twenty-five (25) days after the giving of notice of such meeting.
- (3) Any fifty (50) or more members, by so petitioning the Board not less than thirty (30) days prior to the date of such special or annual meeting, may cause the Cooperative, with the cost to be borne by

the Cooperative, to mail to all members any opposing or alternative positions which they may have to the proposals that have been submitted or any recommendations that the Board has made.

SECTION 2. DISTRIBUTION OF SURPLUS ASSETS ON DISSOLUTION. Upon the cooperative's dissolution, any assets remaining after:

- (1) All debts and liabilities of the Cooperative shall have been paid; and
- (2) All capital furnished through patronage shall be retired as provided in these Bylaws;

shall be distributed among the members and former members in the proportion which the aggregate patronage of each member and former member bears to the total patronage of all such members and such former members on the date of dissolution unless otherwise provided by law.

ARTICLE XIII

FISCAL YEAR

The Cooperative's fiscal year shall begin on the first day of the month of January of each year and end on the last day of the month of December following.

ARTICLE XIV

RULES OF ORDER

Parliamentary procedure at all meetings of the members, of the Board of Directors, of any committee provided for in these Bylaws and of any other committee of the members or Board of Directors which may from time to time be duly established shall be governed by the most recent edition of Robert's Rules of Order, except to the extent such procedure is otherwise determined by law or by the Cooperative's Articles of Incorporation or Bylaws.

ARTICLE XV

SEAL

The Corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, Missouri."

ARTICLE XVI

AMENDMENTS

The membership may make, alter, amend or repeal the Bylaws at any regular or special membership meeting provided the notice of such meeting shall have contained a copy of the proposed adoption, alteration, amendment or repeal.

The Board of Directors may also make, alter, amend or repeal the Bylaws at any regular or special meeting of the Board of Directors, provided that all shareholders are notified of such alteration, amendment, or repeal not later than the date of notice of next succeeding regular meeting of members. These Bylaws may be altered, amended, repealed or rewritten by the affirmative vote of not less than a majority of the Directors in office, at any regular or special Board meeting, but only if the notice of such meeting shall have contained a copy of the proposed alteration, amendment, or repeal, or an accurate summary explanation thereof; provided, however, that the provisions of Article XII, Section 1 relating to a major disposition of the Cooperative's property, and Article II, Section 3 and Article XII, Section 2 relating to the dissolution of the Cooperative, may be altered, amended or repealed only by the affirmative vote of not less than two-thirds (2/3) of all current members of the Cooperative voting in person and without proxies.

NORTHEAST MISSOURI RURAL TELEPHONE COMPANY

SECRETARY'S CERTIFICATE

FEBRUARY 22, 2021 AMENDED BYLAWS

I, the undersigned, duly elected Secretary of Northeast Missouri Rural Telephone Company, do hereby certify that the above and foregoing amended bylaws were duly adopted by corporate resolution as the bylaws of the corporation and that the same do now constitute the bylaws of this corporation.

Dated this ____ day of _____, 2021.

Secretary