

Contact Us

Cornerstone Connectivity

Main Office

207 S. Lindell St., Martin, TN 38237

Our Administrative Office Is Located At:

100 WK&T Technology Drive, Mayfield, KY 42066.....	877-954-8748
Emergency Calls.....	911
Nationwide Poison Control Center.....	800-222-1222
Federal Bureau of Investigation (FBI) Special Agent 841 Federal Office Bldg., Memphis.....	901-747-4300

Contacting Cornerstone Connectivity

To check your billing history, report trouble, make a payment, or add or discontinue services, please visit our website at www.cornerstoneconnectivity.com and click on “My Account” at the top of the page. Or dial 877-954-8748.

You may also visit one of our locations in Mayfield, Murray or Martin, Monday through Friday, 8 a.m. to 4:30 p.m. We are closed on Saturday, Sunday and most major holidays.

Your account is maintained and serviced by a qualified service representative who is trained to assist you with your service requirements.

Telephone Service Calls

Long Distance Directory Assistance

- Dial “1” then the area code for the place you want, then 555-1212
- Number not in directory, Dial 1 + 411
- Assistance with calling in the 731 area code — Dial “0” for operator
- •Outside the 731 area code — Dial “00” for operator

Tennessee Dual Party Relay Center

This center enables hearing-impaired and speech-impaired persons using a Telecommunications Device for the Deaf (TDD) to communicate with hearing people via a communications assistant who relays the TDD input to the voice customer and vice versa. The center operates 24 hours a day, seven days a week.

CALL (No Charge) TDD 1-800-848-0298

CALL (No Charge) VOICE 1-800-848-0299

Operator Assistance and Directory Assistance

CALL (No Charge) CALL 1-800-855-1155

Telecommunications Devices Access Program (TDAP)

This program, implemented by the Tennessee Public Utility Commission (TPUC), formerly known as Tennessee Regulatory Authority (TRA), will distribute appropriate telecommunications devices so that persons who are deaf, deaf and blind, severely hard-of-hearing and vision-impaired, or severely speech-impaired may effectively use basic telephone service. Devices are issued on a first-come, first-served basis, without charge. However, there are certain qualifiers that may enable individuals to receive devices on a priority basis. Information on distribution, eligibility, requirements and qualifiers and an application may be found on the TPUC website at www.tn.gov/tpuc or by calling 1-800-342-8359, extension 179 (V) or 1-888-276-0677 (615-253-4698) (V/TTY).

To Report A Telephone Out Of Order:

From 8 a.m. to 4:30 p.m. Monday through Friday, dial 877-954-8748.

After hours and on Saturdays, Sundays and holidays, your call will be answered by our automatic recording machine. An after-hours depository is located at the front door for use when the office is closed. Payments received in the night deposit are posted the next business day.

What To Do When Your Phone Does Not Work

If you own your own phone and you have more than one phone and none of them work, the problem is probably in our line to your home or business — not with the telephone set itself.

Here’s how to check it out. Make sure the phone is plugged into the jack and the receiver is connected to the phone. Try another phone in the same outlet to see if the problem still exists. If not, the problem is probably with the first phone. If your phones don’t plug in but you have more than one, try using another phone to determine whether problems are in the line or telephone.

If you are unable to isolate the problem, call our repair service 877-954-8748 for assistance.

If the problem is with our equipment, we will make the necessary repairs at no cost to the subscriber. However, if the problem is determined to be in the customer-owned equipment, it will be the responsibility of the customer to make the repairs.

Customer Information

Incorrect Directory Listings

The vast majority of all directory listings are correct. But, as with any job of this size, some errors are bound to occur. If your listing in the directory is incorrect, it cannot be changed until the next edition of the directory is issued. In the meantime, we can make sure the listing is correct in Directory Assistance records. In some cases, it is possible for calls to an incorrect number to be rerouted to the correct number. To arrange this, call your telephone business office. The number is on your phone bill and in the front of your telephone directory. Your service representative will be happy to help.

Bills And Payments

Bills are rendered monthly for local service in advance for a one-month period from date of bill. Long distance service is billed for a one-month period through the month preceding the date of the bill.

Bills are payable no later than the 30th of each month. Payment may be made by mail or in person at our business office.

When paying by check, please show your telephone number on the check. This will save us time and will assure proper credit.

If making a cash payment at the telephone office, it will save time if you will bring your bill to be receipted.

Internet Payments

Internet payments are due by the 30th of each month.

Consumer Advisory For 900 Services

For 900 billing disputes or inquiries, please call 877-954-8748. You have 60 days from the date of this bill to dispute a 900 billing error. You have the right to withhold payment of the disputed 900 charges during the billing error review. No collection activity for disputed 900 charges will occur while the charges are under investigation. After investigation, if it is determined that the disputed 900 charges are legitimate, the information provider may proceed with outside collections against your account for nonpayment of these charges.

Your local and long distance service cannot be disconnected for nonpayment of 900 charges. Failure to pay legitimate 900 charges may result in involuntary

blocking of your access to 900 services. Voluntary blocking of access to 900 service is available upon request from your local exchange carrier.

You should not be billed for Pay-Per-Call services not offered in compliance with federal laws and regulations.

The enclosed consumer rights are provided under the Federal Telephone Disclosure and Dispute Resolution Act.

If you orally communicate an allegation of a billing error via the above telephone number, it will be considered sufficient notification of a bill error.

Service Applications, Changes And Discontinuance

Applications for new service, changes and additions to existing service, and discontinuance of service shall be handled with our business office. Call 877-954-8748.

Statement Of Nondiscrimination

Cornerstone Connectivity is the recipient of Federal financial assistance from the U.S. Department of Agriculture (USDA). The USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call toll free 866-632-9992 (voice) or 800-877-8339 (TDD) or 866-377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is Trevor Bonnstetter, CEO.

Types of Long Distance Calls



Conference (Dial Operator)

You can talk with several people in different places at the same time. Dial the operator and tell it you wish to make a conference call.

Mobile, Marine, And Overseas Service (Dial Operator)

You can make local and long distance calls to automobiles, trucks, trains, aircraft and boats equipped for telephone service and to practically all the world's telephones. Some Mobile and Marine calls can be completed by dialing, others must be completed by the Operator. On overseas calls, dial Operator and ask for the Overseas Operator and give it the name of the country you're calling.

Inward WATS

Station-to-station Long Distance calls may be made without charge to you to those customers who have inward Wide Area Telephone Service. They offer this service to their customers calling from specific locations. Dial the access code plus Area Code 800 plus the special numbers of customers with this service. To reach directory assistance for Inward WATS, dial the access code plus Area Code 800 plus 555-1212.

Time And Charges

Customers, when placing calls, may request from the operator the amount of time charged to the call and the costs associated with the call.

Internet Service

Cornerstone Connectivity offers broadband services via our advanced fiber-to-the-home network, with speeds up to 1 Gig. For more information about our broadband services, please visit our website at cornerstoneconnectivity.com or email us at sales@cornerstoneconnectivity.com.

Zip Codes and Hospitals

Area ZIP Codes

Alamo	38001	University of Tennessee Martin	38238
Bradford	38316	Medina	38355
Dresden	38225	Milan	38358
Dyer	38330	Newbern	38059
Dyersburg	38024	Obion	38240
Eaton	38331	Rutherford	38369
Friendship	38034	Trenton	38382
Gibson	38338	Trimble	38259
Humboldt	38343	Union City	38261
Kenton	38233	Yorkville	38389
Martin	38237		

Area Hospitals

Baptist Memorial Hospital East

6019 Walnut Grove Road

Memphis, TN 38119..... 901-226-5000

Baptist Memorial Hospital

P.O. Box 310

Union City, TN 38261731-885-2410

Jackson Madison County General

708 West Forest

Jackson, TN 38301.....731-425-5000

Regional Hospital of Jackson

P.O. Box 10368

Jackson, TN 38305 731-661-2000

Le Bonheur Children's Hospital

50 N. Dunlap

Memphis, TN 38103..... 901-572-3000

Vanderbilt Medical Center

Nashville, TN 37200.....615-322-5000

Dyersburg Regional Medical Center

400 Tickle St.

Dyersburg, TN 38024.....731-285-2410

Methodist Hospital Central

1265 Union Ave.

Memphis, TN 38104..... 901-726-7000

Methodist Hospital North

3960 New Covington Pike

Memphis, TN 38128..... 901-384-5200

St. Francis Hospital

5959 Park Ave.

Memphis, TN 38119..... 901-765-1000

St. Jude Children's Research Hospital

262 Danny Thomas Place

Memphis, TN 38105.....901-495-3300

Veteran's Medical Center

1030 Jefferson Ave.

Memphis, TN 38104..... 901-523-8990

Volunteer Hospital

161 Mt. Pelia Road

Martin, TN 38237731-587-4261

Methodist Hospital South

1300 Wesley Drive

Memphis, TN 38116..... 901-346-3700

Long Distance Calls

1+ Direct Distance Dialing

Rates for calls that you dial yourself are lower than for calls dialed by the operator.

- To call within your area code, dial: 1 + 731 + Telephone Number
- To call outside your area code dial: 1 + Area Code + Telephone Number

(If the operator asks for your number, give the one from which you are calling.)

Using The Operator To Make Calls

Within Your Calling Area

There is an additional charge for calls requiring operator assistance. These calls are more expensive than calls dialed directly from your home or office.

- **Collect Calls**
Dial 0 + area code + the number and tell the operator you are making a collect call. The operator will hang up when someone at the number you've called accepts the charges.
- **Calls Charged To A Third Number**
Dial 0 + area code + the number and tell the operator you want to charge your call to a third number. If you're calling from a public phone, the operator will call the third number to make sure the charges will be accepted. The call won't go through if the operator can't get approval.
- **Person-To-Person Calls**
Dial 0 + area code + the number and tell the operator you're making a person-to-person call to a specific person. The operator will hang up and charge you for the call only when that specific person answers. You can place a person-to-person call when you call collect or charge your call to a third number.

If You Want To Know How Much Your Call Costs

Dial 0 + area code + the long distance number and tell the operator you want "time and charges." When you finish the call, the computer voice will return to the line to tell you what you'll be charged.

Operator Verification/Interrupt Service Charges

A charge will apply each time an operator is requested to verify a called line on which there is voice communication. Charges will not apply for verification on lines or numbers assigned to emergency agencies.

A charge will apply each time an Operator is requested to interrupt a conversation that is in progress on the called line. If, on the same request, the Operator both verifies and interrupts service, only the interrupt charge will apply.

Directory Assistance

Finding That Elusive Number

If you can't find a phone number, local or national Directory Assistance may be your answer. With one short call you can obtain any listing in the local area or across the nation, even if you don't know the area code. If you can't use a telephone directory on a continuous basis because of a disability, you might be exempt from the charge. For information regarding exemptions or questions on your bill, call our Business Office. We'll gladly help.

1 + 411 Directory Assistance

For Directory Assistance.....1 + 411

For National Directory Assistance Dial.....1 + 411

Or.....1 + area code + 555-1212

800 numbers.....1 + 800 + 555-1212

International numbers:

Call your long distance company

Credit For Wrong Numbers And Poor Connections

If you dial a wrong number, call the 0 operator and give the number you attempted to reach. Once in a while you may get a bad connection or be cut off on a long distance call. Both parties should hang up, and the one who placed the call should dial the Operator and explain the trouble. The Operator will get you a better connection and have the charge adjusted appropriately.



Outside Of Your Calling Area

Contact your long distance carrier to find out how to use an operator to place calls to other area codes.

Many Companies Have Operators

When away from home, you can choose the long distance company you want to handle your operator-assisted calls. Many companies provide collect, person-to-person, third-number billed and credit card services. Their rates may vary. You may ask any operator for company identification and rate information before beginning your call. If the operator does not represent the company you want, or if you are not satisfied with the rates, you may choose another way to place your call.

Equal Access

Customers have the option of selecting a long distance company. In order to make long distance calls, you must select a carrier. Call our office for a list of long distance carriers available.

Pay Telephone Dialing

Calling procedures for pay telephones vary, so pay telephone users should check the instruction cards posted on the telephones.

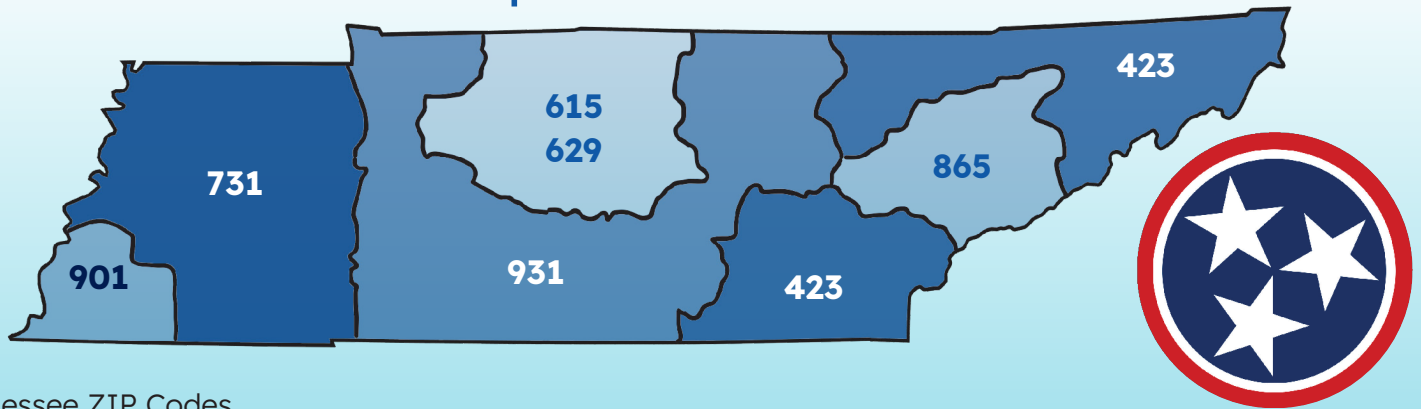
Calling Zones

A Calling Zone is a geographic area within which the local telephone company provides local and long distance services, plus access to the telephone network. Whether a phone call is carried within or between Calling Zones helps determine what telecommunications company carries your calls. Understanding Calling Zones also helps you better understand long distance charges on your phone bill.

We provide long distance service within our Calling Zone. Where authorized, other companies provide long distance service between Calling Zones and, in some cases, within them.

There are four Calling Zones in Tennessee: Memphis, Nashville, Chattanooga and Knoxville.

TN Area Codes and Zip Codes



Tennessee ZIP Codes

38221 Big Sandy	38223 Como	38226 Dukedom	38201 McKenzie	38251 Puryear
38222 Buchanan	38224 Cottage Grove	38343 Humboldt	38241 Palmersville	38257 S. Fulton
38320 Camden	38225 Dresden	38237 Martin	38242 Paris	38261* Union City

*This ZIP code is for general delivery only — please contact your local post office for other ZIP codes.

U.S. Area Codes for Some Cities

ALABAMA (AL)

Birmingham	205
Huntsville	256/938
Montgomery	334

ALASKA (AK)

All areas	907
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ARIZONA (AZ)

Chandler	480
Flagstaff	928
Phoenix	602
Tucson	520

ARKANSAS (AR)

Little Rock	501
Texarkana	327/870

CALIFORNIA (CA)

Anaheim	657/714
Bakersfield	661
Fresno	357/559
Long Beach	562

Los Angeles	213/323
Oakland	341/510
Palo Alto	650
Pasadena	626
Pomona	909
Redding	530/837
Sacramento	279/916
Salinas	831
San Diego	619
San Fernando	747/818
San Francisco	415/628
San Jose	408/669
Santa Monica	310/424

COLORADO (CO)

Denver	303/720/983
Grand Junction	970
Pueblo	719

CONNECTICUT (CT)

Bridgeport	203/475
Hartford	860/959

DELAWARE (DE)

All areas	302
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DISTRICT OF COLUMBIA (DC)

All areas	202
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FLORIDA (FL)

Avon Park	863
Clearwater	727
Daytona	386
Ft. Lauderdale	754/954
Ft. Myers	239
Gainesville	352
Jacksonville	324/904
Key West	305/786
Miami	305/786
Orlando	321/407
Sarasota	941
Tallahassee	850
Tampa	813
Vero Beach	772
West Palm Beach	561



U.S. Area Codes for Some Cities

GEORGIA (GA)	Dodge City620	Troy 248/947	Jersey City.....201/551
Albany 229	Kansas City913	Warren.....586	New Brunswick..732/848
Atlanta 404/470/678	Topeka..... 785		Rockaway 862/973
Augusta 706/762	Wichita..... 316	MINNESOTA (MN)	Trenton609/640
Macon.....478		Duluth 218	Vineland.....856
Marietta..... 678/770	KENTUCKY (KY)	Lake Minnetonka 952	Westfield 908
Savannah..... 912	Bowling Green.... 270/364	Minneapolis..... 612	
	Frankfort859	Rochester 507/924	NEW MEXICO (NM)
HAWAII (HI)	Lexington859	Saint Cloud.....320	Albuquerque505
All areas.....808	Louisville.....502	Saint Paul..... 651	Roswell 575
	Pikeville606		Other areas505
IDAHO (ID)		MISSISSIPPI (MS)	
All areas.....208/986	LOUISIANA (LA)	Biloxi 228	NEW YORK (NY)
	Baton Rouge..... 225	Jackson601/769	Albany 518/838
ILLINOIS (IL)	Covington 985	Tupelo 662	Buffalo624/716
Aurora.....331/630	Lake Charles 337		Elmira.....607
Chicago312/872	New Orleans 504	MISSOURI (MO)	Garden City..... 516
Chicago Heights 708	Shreveport..... 318	Jefferson City.....235/573	Long Island
Des Plaines..... 224/847		Kansas City 816	347/718/917/929
Freeport.....779/815	MAINE (ME)	Saint Louis.....314/636	New York City
Mount Vernon.....618/730	All areas.....207	Sedalia660	212/332/
Peoria309	MARYLAND (MD)	Springfield..... 417	347/646/718/917/929
Rockford.....779/815	Dorchester..410/443/667	Warrenton.....636	Rochester585
Springfield217	Frederick 240/301	MONTANA (MT)	Stony Brook631/934
		All areas..... 406	Syracuse.....315/680
INDIANA (IN)	MASSACHUSETTS (MA)		White Plains 914
Evansville 812/930	Boston..... 617/857	NEBRASKA (NE)	Yonkers 914
Fort Wayne.....260	Fitchburg.....351/978	Fremont 402/531	
Gary 219	Pittsfield 413	Grand Island308	NORTH CAROLINA (NC)
Indianapolis..... 317/463	Worcester..... 508/774	Lincoln..... 402/531	Asheville.....828
Lafayette..... 765		Scottsbluff.....308	Belmont704/980
Richmond..... 765	MICHIGAN (MI)		Charlotte704/980
South Bend.....574	Ann Arbor..... 734	NEVADA (NV)	Raleigh919/984
	Detroit313	Las Vegas 702/725	Wilmington 910
IOWA (IA)	Flint..... 810	Other areas 775	Winston-Salem.. 336/743
Cedar Rapids.....319	Grand Rapids 616		
Council Bluffs712	Kalamazoo 269	NEW HAMPSHIRE (NH)	NORTH DAKOTA (ND)
Des Moines..... 515	Lansing517	All areas.....603	All areas..... 701
Dubuque.....563	Marquette906		
Ottumwa 641	Saginaw..... 989	NEW JERSEY (NJ)	OHIO (OH)
	Traverse City.....231	Ewing609	Akron..... 234/330
KANSAS (KS)			Cincinnati..... 513
			Cleveland..... 216



U.S. Area Codes for Some Cities

Columbus..... 380/614	Memphis..... 901	Seattle.....206	MANITOBA
Dayton 937	Nashville.....615/629	Spokane.....509	All Locations 204/431
Elyria..... 436/440	Pulaski.....931	Tacoma 253	
Lima419/567			NEW BRUNSWICK
Marion..... 220/740	TEXAS (TX)	WEST VIRGINIA (WV)	All Locations506
	Abilene 325	All areas..... 304/681	
OKLAHOMA (OK)	Amarillo.....806		NEWFOUNDLAND
Bethany 405	Austin.....512/737	WISCONSIN (WI)	All Locations 709/879
Enid.....580	Brownsville.....956	Appleton.....920	
Tulsa539/918	Corpus Christi..... 361	Beloit.....608	NORTHWEST TERRITORY
	Dallas..... 214/469/972	Eau Claire.....715	All Locations 867
OREGON (OR)	El Paso..... 915	Green Bay920	
Ashland458/541	Fort Worth682/817	Madison.....608	NOVA SCOTIA
Eugene458/541	Galveston..... 409	Milwaukee414	All Locations 782/902
Portland.....503/971	Houston281/346/713/832	Oshkosh..... 920	
	Lufkin..... 936	Racine.....262	NUNAVUT
PENNSYLVANIA (PA)	Midland432		All Locations 867
Erie.....814	San Antonio210/726	WYOMING (WY)	
Harrisburg 223/717	Tyler.....903	All areas.....307	ONTARIO
New Castle 724/878	Waco.....254		Hamilton.....289/365/905
Philadelphia215/267/445	Waverly936	PUERTO RICO	London.....226/519
Pittsburgh 412/878	Weatherford.....628/817	All areas..... 787/939	Ottawa343/613
Reading 484/610	Wichita Falls 940		Sault Ste. Marie. 249/705
Scranton 272/570		VIRGIN ISLANDS	Thunder Bay807
	UTAH (UT)	All Locations340	Toronto..... 416/647
RHODE ISLAND (RI)	Fillmore435		
All areas..... 401	Salt Lake City 385/801	BARBADOS	PRINCE EDWARD ISLAND
		All Locations246	All Locations902
SOUTH CAROLINA (SC)	VERMONT (VT)		
Charleston843/854	All areas.....802	BERMUDA	QUEBEC
Columbia.....803		All Locations 441	Laval 450
Greenville 821/864	VIRGINIA (VA)		Montreal 438/514
Myrtle Beach843/854	Arlington.....571/703	CANADA	Quebec.....367/418/581
	Charlottesville434		Sherbrooke 819
SOUTH DAKOTA (SD)	Culpeper 540	ALBERTA	
All areas.....605	Norfolk 757	Calgary403/587/825	SASKATCHEWAN
	Richmond..... 686/804	Edmonton ...587/780/825	All Locations 306/639
TENNESSEE (TN)	Roanoke 540		
Chattanooga..... 423	WASHINGTON (WA)	BRITISH COLUMBIA	YUKON
Cookeville.....931	Bellevue425	Vancouver.. 236/604/778	All Locations 867
Jackson731	Longview.....360/564	Victoria250	
Knoxville865			



International dialing codes

Afghanistan 93+ 11.5	Beijing (Peking).....10	Comtel420	Rome6	Mongolia 976 + 14
Albania..... 355 + 8	Shanghai.....21	Haitel..... 510	Venice41	Ulaanbaatar..... 11
Durres..... 52	Colombia..... 57 + 2	Honduras 504 + 1	Ivory Coast 225 + 7	Netherlands 31 + 8
Tirane4	Bogota..... 1	Tegucigalpa..... 2	Yamoussoukro..... 30	Amsterdam 20
Algeria..... 213 + 8	Cartagena.....5	Hong Kong 852 + 15	Japan 81 + 16	Rotterdam.....10
Adrar..... 49	Costa Rica *506 + 2	Hungary.....36 + 8	Tokyo..... 3	Netherlands (Antilles) . 599 + 3
Bajaia..... 34	Croatia 385 + 8	Budapest 1	Yokohama 45	Bonaire..... 7
American Samoa..... *684 - 4	Zagreb 1	Iceland..... 354 + 7	Kenya..... 254 + 10	Curacao..... 9
Argentina 54 + 4	Cyprus357 + 9	Reykjavik.....5	Nairobi.....0	New Caledonia687 + 18
Buenos Aires 11	Nicosia.....22	India 91 + 12.5	Kuwait..... 965 + 10	Lifou..... 45
Cordoba351	Czech Republic420 + 8	Delhi..... 11	Jahrah..... 477	New Zealand....64 + 19
Armenia 374 + 10	Brno 54	Mumbai22	Liberia *231 + 7	Auckland..... 9
Ashtarak.....32	Prague 3	Indonesia.....62 + 14	Libya218 + 8	Wellington4
Yerevan.....10	Denmark..... *45 + 8	Jakarta.....21	Benghazi61	Nicaragua.....505 + 1
Aruba..... 297 + 3	Ecuador593 + 2	Iran..... 98 + 10.5	Tripoli..... 21	Managua 2
Australia 61 + 17	Los Rios.....5	Tehran 21	Liechtenstein ... 423 + 8	Nigeria 234 + 8
Casey12	Quito..... 2	Iraq..... 964 + 10	Vaduz2,3,4	Abuja 9
Davis.....10	Egypt20 + 9	Baghdad 1	Luxembourg... *352 + 8	North Korea ... 850 + 16
Mawson..... 11	Alexandria 3	Israel..... 972 + 9	Malaysia60 + 15	Pyong Yang2
Austria.....43 + 8	Cairo..... 2	Haifa.....4	Kuala Lumpur.....3	Norway 47 + 8
Innsbruck 512	El Salvador503 + 1	Jerusalem.....2	Mexico..... 52 + 1	Oslo 2
Vienna..... 1	Central Area ... 3,23,29	Tel Aviv3	Acapulco744	Pakistan..... 92 + 12
Bahrain *973 + 10	Fiji.....679 + 19	Italy39 + 8	Cancun 998	Islamabad.....51
Belgium..... 32 + 8	Suva.....32,33,34	Bologna.....51	Mexico City..... 55	Sukkur 71
Antwerp.....3	Finland358 + 9	Naples.....81		
Brussels 2	Helsinki 9			
Belize..... 501 + 1	France 33 + 8			
Punta Gorda..... 7	Northeast 3			
Bolivia..... 591 + 3	Paris..... 1			
La Paz2	Southeast4			
Bosnia and Herzegovina.....387 + 8	Germany49 + 8			
Sarajevo57	Berlin 30			
Brazil55 + 5	Dresden.....351			
Brasilia.....61	Frankfurt..... 69			
Rio de Janeiro21	Munich 89			
Sao Paulo 11	Greece.....30 + 9			
Chile.....56 + 3	Athens.....21			
Santiago2	Guatemala502 + 1			
Valparaiso32	Jarry 26			
China..... 86 + 14	Guyana 592 + 4			
	Linden 444			
	Haiti..... 509 + 2			

How to make direct dial calls



Example 1: To call a number in Berlin, Germany, dial:



Example 2: To call a number in Singapore, (there is no city code) dial:



To find a city code or for more information on international dialing, please visit: www.the-acr.com/codes/cntrycd.htm.

Panama 507 + 2	Thailand.....66 + 14
Panama City2,3	Bangkok.....2
Paraguay..... 595 + 4	Tunisia 216 + 8
Asuncion 21	Tunis..... 1
Peru 51 + 2	Turkey 90 + 9
Lima..... 1	Ankara312
Philippines 63 + 15	Istanbul Asya..... 216
Manila 2	Istanbul Avrupa....212
Poland 48 + 8	Ukraine..... 380 + 10
Krakow.....12	Donetsk..... 62
Warsaw22	United Arab Emirates .
Portugal..... 351 + 7	971 + 11
Lisboa 21	Abu Dhabi 2
Romania 40 + 9	Dubai.....4
Bucharest 21	United Kingdom44 + 7
Russia 7 + 10	Cardiff.....29
Moscow495	Edinburgh..... 131
Saudi Arabia.. 966 + 10	Liverpool.....151
Riyadh..... 11	London..... 20
Senegal 221 + 7	Manchester161
Dakar 8	Uruguay..... 598 + 4
Serbia 381 + 8	Montevideo..... 2
Singapore 65 + 15	Vatican.....379 + 8
Slovakia 421 + 8	Venezuela..... 58 + 3
Bratislava 2	Caracas212
South Africa..... 27 + 9	Vietnam 84 + 13
Cape Town.....21	Hanoi.....4
Johannesburg 11	Yemen..... 967 + 10
Pretoria.....12	Sanaa..... 1
South Korea82 + 16	
Seoul.....2	
Spain.....34 + 8	
Barcelona93	
Madrid91	
Sri Lanka 94 + 12	
Panadura..... 34	
Suriname..... 597 + 4	
Paramaribo.....4	
Sweden 46 + 8	
Stockholm8	
Switzerland..... 41 + 8	
Geneva22	
Zurich 43	
Syria.....963 + 9	
Damascus 11	
Taiwan 886 + 15	
Taipei 2	

*No City Code
Required

Custom Calling Services

Custom Calling Services are available at an additional monthly charge. Instructions for using these services are listed below. For further information about any Cornerstone feature, call our office at 877-954-8748.

Call Waiting

This service lets you answer a second call while you are using your telephone.

How it works:

When you are using your telephone and when someone else calls, you will hear a brief tone signal. The person with whom you are talking will hear a slight click. Ten seconds later you will hear a reminder tone. The incoming caller only hears the usual ringing signal.

To answer the second call:

1. If you wish to end the first call, hang up. Your phone will ring and the second (incoming) caller will be on the line.
2. If you want to hold the first call while answering the second call, press the switchhook once, firmly, (1/2 second), and release it immediately. You will be connected with the other person on your line.

Returning to the first call:

To return to the first call, simply press the switchhook once, firmly, (1/2 second), and release it immediately. With this method, you can switch between the two calls as frequently as you wish.

How to end either conversation:

After you have finished talking with either caller, hang up. Your phone will ring and when you answer you will be connected with the person remaining on the line.

Three-Way Calling

This service lets you add a third person to your conversation.

To add a third person to your conversation:

1. Press the switchhook once, firmly, (1/2 second), and release immediately. This puts the original call on hold.
2. Listen for three short tones, then a dial tone.



3. Dial the telephone number of the third person to be added. After the third person answers, you may talk with that person before returning to the original call.
4. To return the original caller to the line and complete the three-way conversation, press the switchhook once, firmly, (1/2 second), and release immediately.

NOTE: If the line is busy or doesn't answer, cancel the three-way call by pressing the switchhook once. Continue the original conversation or try again.

To remove either person from the conversation:

1. The original called party just hangs up to disconnect.
2. The third person is removed by your pressing the switchhook once and releasing it immediately, or by the third person simply hanging up.
3. All three connections are automatically disconnected when you hang up.

To add a different person: Perform a "remove" step. Then repeat the first four steps.

Call Forwarding

Call forwarding lets you transfer your incoming calls automatically to any other telephone you can dial within the continental USA without the assistance of an operator. In certain exchanges, calls may only be forwarded within the exchange area.

To forward calls:

1. Dial *72.
2. Listen for a second dial tone.
3. Dial the number to which you want your calls forwarded. On a touch-tone phone equipped with a pound symbol (#) key, press *72 and the # key.
4. Two short tones will indicate the number has registered.
5. Call Forwarding is in effect when the other telephone is answered. Stay on the line for at least five seconds.
6. If the line is busy or there is no answer, hang up and immediately repeat the first two steps. Call forwarding will be established automatically when you hear two short tones plus the dial tone. No answer is required to activate Call Forwarding on the second attempt.

To cancel forwarding:

1. Dial *73.
2. Listen for two short tones plus the dial tone. (On a touch-tone phone equipped with a pound symbol (#) key, press *73 and the # key.) Call Forwarding is canceled.

Some things to remember:

- Call Forwarding continues until you cancel it from your telephone.
- You can still make outgoing calls from your telephone while Call Forwarding is established.
- A short ring will be heard whenever your number is called to remind you your telephone calls are forwarded. You cannot answer these calls.
- If other people use your telephone, let them know when incoming calls are being forwarded, especially if they are expecting an important call.
- Don't forget to tell the person who will receive your calls that you are using Call Forwarding, especially if you will not be where your calls will be forwarded.
- You pay applicable charges, if any, for calls forwarded from your telephone.

Caller ID

This feature allows you to know the name and/or number of the caller before you pick up simply by looking at the Caller ID equipment connected to your phone.

Speed Calling

This service lets you reach frequently called numbers (local or long distance) by dialing only one or two digits. Speed Calling is available in 8- and 30-number lists.

To place a speed call:

When you hear the dial tone, dial the Speed Calling code (2 through 9 or 20 through 49) assigned to the number you're calling. If your telephone is touch-tone and equipped with the pound symbol (#) key, press the code number and then the # key.

To add or change a Speed Calling code number:

8-Code Speed Calling:

1. Listen for a dial tone, then dial activating code *74. On a touch-tone phone equipped with a pound symbol (#) key, press *74 and then the # key.
2. Listen for a second dial tone, then dial the Speed Calling code number to be changed or added.
3. Next, dial the local or complete long distance number you want assigned to that code number.
4. Two short tones indicate the new code and telephone number combination have been recorded.

30-Code speed calling:

Follow above instructions, except dial activating code *75 in the first step.

Voicemail

This feature allows a caller to leave messages when you're on or away from the phone. To access your Voicemail from your phone, dial the Voicemail Access Number 731-XXX-9586 (insert your prefix for XXX). Enter your passcode when prompted. To retrieve your messages, dial 731-XXX-9586 or your telephone number. When the recording begins, press *.

Selective Call Rejection

This will allow you to automatically block calls from any of the numbers on the call rejection list you have created (maximum of 12 numbers). A rejected caller will hear a voice recording saying you are not presently accepting calls. Calls made from outside your local calling area or through the operator may not be blocked.

How to use:

Lift the handset and listen for dial tone. Press *60 and listen to a recording for instructions on how to turn your Selective Call Rejection Service ON or OFF or how to change or review your list. You may add the number of the last caller to your call rejection list by following the voice-recorded instructions. Once the list is full, you must erase one number before another can be added.

Anonymous Call Rejection

Anonymous Call Rejection allows a subscriber to reject calls from callers who have a privacy feature that prevents the “delivery” (i.e., reporting) of their Directory Number (DN) to the called party.

How to use:

1. To turn this feature ON (reject anonymous calls), lift the handset and dial *77 and hang up.
2. To turn this feature OFF (accept anonymous calls), lift the handset and dial *87 and hang up.

Distinctive Ringing

This feature allows a customer to have two different telephone numbers ringing into one line, and with each number ringing a different tone or ring. This feature would be ideal for parents who have teenagers or people who have businesses in their homes. Depending on the number dialed, the phone would ring a “distinctive” ring for that individual.

Wake-Up Call

This feature allows a Wake-Up Call to be set up to ring a subscriber’s telephone at a preprogrammed time. This feature would be great for anyone who has trouble getting up in the mornings.

Lifeline And Link Up Assistance Programs

On Dec. 17, 1997, the Tennessee Regulatory Authority (TRA), designated Cornerstone as the “Eligible Telecommunications Carrier” within its service purposes. The goal of universal service is to provide all Tennessee citizens access to essential telecommunications services.

Lifeline and Link Up Assistance are programs for low-income households and qualified residential recipients. If you participate in any of these programs — Federal Housing Assistance or Section 8, Supplemental Nutrition Assistance Program (SNAP), Low Income Energy Assistance Program, Medicaid or Supplemental Security Income — you may qualify for Lifeline Service if you meet low-income eligibility requirements. Lifeline Service includes a monthly discount for basic phone charges.

Link Up Service provides for a reduction in installation and service connection charges and is applicable toward the installation of residential exchange service.

For more information regarding these programs, call your local business office.

Tennessee Do Not Call Register

Tennessee residential customers can now enroll on the Tennessee Public Utility Commission (TPUC) “Do-Not-Call Register.” The Register is a list of residential telephone subscribers who do not wish to be solicited by telemarketers. To enroll on the Register online, go to the TPUC website at www.tn.gov/tpuc. You may also enroll by calling toll-free 1-877-872-7030 from your home. Business numbers may not be included on the list. Telemarketers are prohibited from calling your telephone number 60 days after you enroll, unless exempted by law.

National Do Not Call Registry

1-888-382-1222 or www.donotcall.gov

Cornerstone Fiber-Fast Internet



How Does This Service Work?

Our fiber-fast internet runs over our 100% fiber-based phone lines. Our internet allows you to video chat, work remotely, stream movies, attend classes online and so much more without needing a phone line.

Fiber-fast internet offers an almost instant connection, with no lengthy dial-in process. We offer free installation with a minimum 24-month commitment.

How Is Fiber Internet Billed?

Our internet is an added service to your bill. However, you will only receive one bill from Cornerstone. Call your Cornerstone representative at 877-954-8748 to add fiber-fast internet today!

To view or pay your bill, or learn more information about Cornerstone's wide range of services, visit our website at www.cornerstoneconnectivity.com.

Bylaws

Cornerstone Connectivity

It shall be the aim of WEST KENTUCKY RURAL TELEPHONE COOPERATIVE CORPORATION INC., operating as Cornerstone Connectivity (the “Co-op”), to provide dependable area-wide telecommunications service on the cooperative plan and at the lowest cost consistent with sound economy and good management.

ARTICLE I

MEMBERSHIP

SECTION 1. Requirements for Membership.

Any person, as that term is defined in Chapter 279 of the Kentucky Revised Statutes, may become a member of the Co-op at such time as all of the following conditions have been met:

- (a) The person has made a written application for membership in the form prescribed by the Co-op;
- (b) The person has agreed to purchase from the Co-op telecommunications service as hereinafter specified;
- (c) The person has agreed to comply with and be bound by the Articles of Incorporation and Bylaws of the Co-op and any rules and regulations adopted by the Board of Trustees of the Co-op (hereinafter called the “Board”);
- (d) The person has been accepted for membership by the Board or the members;
- (e) The person has paid any membership fee, security deposit, contribution in aid of construction, and such other fees or charges as may be set by the Board or set forth in the rules and regulations of the Co-op; and
- (f) The person has satisfied all other conditions established for membership by the Board.

Should the Co-op determine that it is providing telecommunications service to a person who has not complied with, and upon written request refuses or fails to comply with, any one or more of these conditions to membership, the Co-op may terminate service to the premises of such person.

No member may hold more than one membership in the Co-op, and no membership shall be transferable, except as provided in these Bylaws.

All applications received more than thirty (30) days prior to each meeting of the members which have not been accepted or which have been rejected by the Board shall be submitted by the Secretary to such meeting and, subject to compliance by the applicant with the requirements herein above set forth, any such application may be accepted by vote of the members. The Secretary shall give each such application at least ten (10) days’ written notice of the date of the members’ meeting to which his application will be submitted and such applicant shall be entitled to be present and heard at the meeting.

SECTION 2. Membership Certificates.

Unless otherwise specified by the Board, membership in the Co-op shall be evidenced by a digital membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board. Such certificate shall bear the electronic signature of the President and the Secretary and shall be sent to the email address provided by the member to the Co-op in such member’s application for membership.

SECTION 3. Joint Membership.

Spouses may apply for a joint membership and, subject to their compliance with the requirements of Section 1 of this Article, may be accepted for such membership. The term “member” as used in these Bylaws shall be deemed to include both spouses 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 of either separately or both jointly shall constitute one joint vote;
- (c) A waiver of notice signed by either or both shall constitute a joint waiver;

- (d) Notice to either shall constitute notice to both;
- (e) Expulsion of either shall terminate the joint membership;
- (f) Withdrawal of either shall terminate the joint membership;
- (g) Either, but not both concurrently, may be elected or appointed as an officer or trustee, provided that both meet the qualification for such office.

SECTION 4. Conversion of Membership; Effect of Death, Legal Separation or Divorce Upon a Joint Membership.

- (a) A membership may be converted to a joint membership upon the written request of the member, the agreement by such member and his or her spouse to comply with the Articles of the Incorporation, Bylaws, and any rules and regulations adopted by the Board, and, if required by the Co-op, the joint execution of an updated application for membership. The outstanding membership certificate shall be surrendered and shall be reissued by the Co-op in such manner as shall indicate the changed membership status.
- (b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor, in the same manner and to the same effect as if such membership had never been joint. The outstanding membership certificate shall be surrendered and 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 Co-op and the surviving spouse shall not be entitled to a payment of an accelerated distribution of capital credits, unless otherwise provided by the Board.
- (c) Upon the legal separation or divorce of the holders of a joint membership, such membership shall continue to be held solely by the person who continues directly to occupy or use the premises covered by such membership, in the same manner and to the same effect as though such membership had never been joint; provided, however, that the other person shall not be released from any debts due the Co-op. If subsequent to legal separation or divorce, both joint members continue to occupy or use the premises covered by the joint membership, or more than one premises formed the basis of the joint membership

and both joint members occupy or use such premises, then the joint-membership shall continue as a joint membership unless otherwise expressly agreed by the joint members.

SECTION 5. Connection Fees.

Fees shall be paid for the first and each additional connection, extension and other available service, in accordance with the rules and regulations prescribed by the Board.

SECTION 6. Purchase of Telecommunications Services.

Each member shall:

- (a) As soon as telecommunications service is available, take telecommunications service from the Co-op to be used on the premises specified in such member's application for membership and shall pay therefore monthly at rates which shall from time-to-time be fixed by the Board; provided, however, that the Board may limit the amount of telecommunications service which the Co-op shall be required to furnish to any one member;
- (b) Pay all amounts owed by such member to the Co-op as and when the same shall become due and payable. When the member has more than one service connection from the Co-op, any payment for service by the member to the Co-op shall be deemed to be allocated and credited on a pro rata basis to the member's outstanding accounts for all such service connections, regardless of how such payment is designated by the member;
- (c) Upon request by the Co-op, execute and deliver to the Cooperative grants of easement or rights of way over, on and under lands owned by the member, and in accordance with such reasonable terms and conditions as the Co-op may require, for the furnishing of service to the member or other members or for the construction, operation, maintenance or relocation of the Co-op's facilities, lines and equipment for future members and applicants for membership;
- (d) Provide to the Co-op a current address for communications and billing and promptly provide any change of address to the Co-op; and
- (e) Promptly notify the Co-op of all changes in circumstances that may affect the member's status or relationship with the Co-op (e.g., death, divorce, legal separation, dissolution, or name change).

The Co-op shall use reasonable diligence to furnish its members with dependable services, although the Co-op cannot guarantee that services will be continuous and uninterrupted. Each member shall provide all necessary equipment on such member's premises to receive services from the Co-op. All work performed on a member's premises by such member to enable receipt of services from the Co-op shall meet all applicable laws, rules, regulations and codes. Each member shall be responsible for and shall indemnify the Co-op and its employees, agents and contractors against death, injury, loss or damage resulting from any defect in or improper use or maintenance of the member's premises or equipment used to receive services.

By doing business with the Co-op, each member agrees that in the event it is necessary for the Co-op to hire collection agencies, consultants or attorneys to pursue collection activities for amounts owed by the member to the Co-op, the member shall pay the Co-op's costs for such collection activities in addition to the amount originally owed to the Co-op.

SECTION 7. Withdrawal from Membership; Suspension and Termination of Membership.

(a) Any member may withdraw from membership upon payment in full of all debts, liabilities and obligations of the member to the Co-op and in compliance with such uniform terms and conditions as the Board may prescribe.

(b) Upon a member's failure to pay for service provided to the member by the Co-op within the time required, or upon the member's failure to comply with the member's obligations set forth in these Bylaws and the rules and regulations of the Co-op, the membership rights of the member shall automatically be suspended; and the member shall not during such suspension be entitled to receive service from the Co-op (except for prepaid services, if such services are available), to cast a vote at any meetings of the members, or to receive Patronage Allocations. If the member, within sixty (60) days from the date of such suspension, pays all sums required by the Bylaws and the rules and regulations for reinstitution of service, and shall satisfactorily correct any other non-compliance with the rules and regulations of the Co-op, such member's membership shall be automatically reinstated, in which event the member shall thereafter be entitled to receive service from the Co-op and to vote at the meetings of its

members.

(c) The membership of a member who for a period of thirty (30) days after service is made available to the member has not permitted the installation of service, or of a member who has ceased to purchase service from the Co-op, may be cancelled by resolution of the Board.

(d) A member will be deemed to have withdrawn and terminated the member's membership in the Cooperative upon:

(i) the member's failure to timely reinstate the member's membership which has been suspended in accordance with subsection (b) of this Section 7;

(ii) the member's withdrawal from membership in accordance with subsection (a) of this Section 7;

(iii) the death of the member, if such member is a natural person;

(iv) the cessation of the legal existence of the member, if such member is other than a natural person; provided, that upon the dissolution for any reason of a partnership, or upon the withdrawal or addition of any individual partner, such membership shall continue to be held by such remaining partner or partners, including any additional partners, that continue to own or directly to occupy or use the premises being furnished service pursuant to such membership.

(e) A member may be expelled from membership pursuant to such terms and conditions as may from time to time be adopted by the Board.

(f) Upon the withdrawal, termination or expulsion of a member, the membership of such member shall thereupon terminate, and the membership certificate of such member shall be surrendered forthwith to the Co-op. Termination of membership in any manner shall not release a member or a member's estate from any debts due the Co-op.

(g) If a connection fee has been paid by a landlord on behalf of his tenant, upon the removal of such tenant from the premises of the landlord, the membership of such tenant shall terminate.

SECTION 8. Transfer of Membership.

Upon consolidation, merger or sale of substantially all its assets, a member that is not a natural person may transfer its membership to its corporate successor or the purchase of such assets if such successor or purchase is otherwise eligible for membership and

has met the requirements for membership set forth in this Article I, upon satisfying or making adequate provisions for the satisfaction of all its liabilities and obligations to the Co-op and upon satisfying any additional terms and conditions the Board may establish for such transfer, including, without limitation, the payment of a reasonable fee for the transfer and the execution of such documents as the Co-op may reasonably require.

SECTION 9. Wireline Members of an Acquired Cooperative.

In the event the Co-op should purchase or otherwise acquire assets of another telecommunications cooperative, the wireline members of the cooperative being purchased or otherwise acquired shall immediately become members of the Co-op.

ARTICLE II

RIGHTS AND LIABILITIES OF MEMBERS

SECTION 1. Property Interest of Members.

Upon dissolution after:

(a) all debts and liabilities of the Co-op shall have been paid, and

(b) all capital furnished through patronage shall have been retired as provided in these Bylaws, the remaining property and assets of the Co-op shall be distributed among the members and former members in the proportion which the aggregate patronage of each member bears to the total patronage of all such members, unless otherwise provided by law.

SECTION 2. Non-liability for Debts of the Co-op.

The private property of the members shall be exempt from execution or other liability for the debts of the Co-op, and no member shall be liable or responsible for any debts or liabilities of the Co-op.

ARTICLE III

MEETING OF MEMBERS

SECTION 1. Annual Meeting.

The annual meeting of the members shall be held on a date and time and at a location determined by the Board, which shall be designated in the notice of the meeting, for the purpose of electing trustees, passing upon reports for the previous fiscal year, and transacting such other business as may come before

the meeting. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Co-op.

SECTION 2. Special Meetings.

Special meetings of the members shall be called by resolution of the Board, or upon a written request signed by any three (3) trustees, by the President, or by not less than two hundred (200) members or ten per centum of all the members, whichever shall be the lesser, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the Counties of Calloway, Carlisle, Graves, or Marshall, State of Kentucky, specified in the notice of the special meetings.

SECTION 3. Notice of Members' Meetings.

Written notice stating the place, day, and hour of the 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 not less than ten (10) days nor more than twenty (20) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at the member's address as it appears on the records of the Co-op, with postage thereon prepaid. Notice under this Section may be sent electronically. 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. Further, the attendance of a member at any meeting of the members shall constitute a waiver of notice of time, place and purpose of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or one or more items of business, on the grounds that the meeting was not lawfully called or convened, and such person files in writing such objection with the Secretary of the Co-op at the time of attendance.

SECTION 4. Quorum.

A quorum shall be fifty (50) members or one per centum of all members, whichever is greater, present in person. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time-to-time without further notice. The minutes of each meeting shall contain a list of the members present in person.

SECTION 5. Voting Guidelines and Procedures.

(a) Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. If a quorum is present at a meeting of members, the affirmative majority vote of the members present and voting at such meeting shall be the act of the membership, unless the vote of a greater number is required by law, the Articles of Incorporation, or these Bylaws.

(b) If spouses hold a joint membership, they together shall be entitled to one vote, and no more, upon each matter submitted to a vote at a meeting of the members. The act of voting by one of such joint members binds both joint members and will be considered the vote of both members.

(c) Voting by persons on behalf of entities (persons other than natural persons) shall be allowed only upon the presentation to the Co-op prior to, or upon registration at, each annual meeting or special member meeting, satisfactory evidence entitling the person to cast a vote on behalf of such entity.

(d) The Board may, in its sole discretion, determine that matters may be voted on by mail ballot. Each such mail ballot shall be in the form prescribed by the Board of Directors.

(e) The Board may by resolution allow, to the extent permitted by law, members to vote by alternative means that include, without limitation, voting remotely during meetings held by telephone or video conference, voting by electronic means, early voting and drive-by voting.

SECTION 6. Order of Business.

The order of business at the annual meeting of the members and, so far as possible, at all other meetings of the members, shall be essentially as follows, except as otherwise determined by the members at such meeting:

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

Notwithstanding the foregoing, the Board may from time to time establish a different order of business; provided, however, that no business other than adjournment of the meeting to earlier time and place may be transacted unless and until the existence of a quorum is first established.

SECTION 7. Robert's Rules of Order.

Parliamentary procedure at any meeting of the members shall be governed by the most recent edition of Robert's Rules of Order, except to the extent such procedure is otherwise controlled by law, the Articles of Incorporation or these Bylaws. Any failure to conduct the meeting in compliance therewith, however, shall not render invalid any action taken at the meeting unless objection citing such failure is made at the time such action is taken.

SECTION 8. Remote Participation in Meetings.

The Board may by resolution allow, to the extent allowed by law, members to participate in any meeting of the members by any means of communication such as telephone conference or video conference by which all members participating may simultaneously hear each other during the meeting. A member participating in a meeting by this means shall be deemed to be present in person at the meeting, including for purposes of any quorum requirements.

ARTICLE IV TRUSTEES

SECTION 1. General Powers.

The business and affairs of the Co-op shall be managed by a Board of Trustees consisting of eight (8) trustees which shall exercise all of the powers of the Co-op except such as are by law, the Article of Incorporation, or these Bylaws conferred upon or reserved to the members.

SECTION 2. Election and Tenure of Office.

Trustees shall be elected at each annual meeting for a period of three (3) years each, and all such trustees shall serve until the end of their said periods or until their successor shall have been elected after such period and shall have qualified, subject to the provisions of these Bylaws with respect to the removal of trustees, and at each annual meeting of members, or on failure to hold such meetings, at a special meeting for that purpose, the members will elect so many trustees as terms of trustees expire that year. If an election of trustees 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 trustees within a reasonable time thereafter. Trustees may be elected by a plurality vote of the members.

SECTION 3. Qualifications.

No person shall be eligible to become or remain a nominee for trustee or a trustee of the Co-op unless:

- (a) Such person is a member and is presently residing in the territory served or to be served by the Co-op;
- (b) Such person is not in any way employed by or financially interested in a competing enterprise or business engaged in selling telecommunications service or supplies, or constructing or maintaining telecommunications facilities, other than a business operating on a cooperative nonprofit basis for the purpose of furthering rural telephony;
- (c) Such person resides in the District in which he or she is elected to serve;
- (d) Such person has not been convicted of a felony; and
- (e) Such person has been employed by the Co-op or is the spouse of such former employee, nor a person or spouse thereof who is covered by any retirement or insurance benefit paid for partly or completely by the

Co-op, except those who receive such benefits serving or having served as a trustee or a spouse of a trustee.

Upon establishment of the facts that a trustee is holding office in violation of any of the foregoing provisions, the Board shall remove such trustee from office. Upon establishment of the fact that a nominee or candidate for trustee is in violation of any of the foregoing provisions, such person shall be removed from consideration.

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

SECTION 4. Nominations.

(a) It shall be the duty of the Board to appoint, not less than forty (40) nor more than seventy (70) days before the date of a meeting of the members at which trustees are to be elected, a committee on nomination (the "Nominating Committee") consisting of not less than seven (7) members. At least one member of the committee shall be selected from each district from which a trustee is to be elected. The members of any such Nominating Committee shall not be candidates for trustee, incumbent trustees, or Co-op officers or employees. The Co-op shall have one trustee for each of the Districts 1 through 7 as follows:

- **District 1** — The area served by the Co-op's exchanges at Hardin and Fairdealing, Marshall County, KY and Kirksey in Calloway County, KY.
- **District 2** — The area served by the Co-op's exchanges at Fancy Farm, Wingo, Sedalia, Lynnville and Water Valley, Graves County, KY.
- **District 3** — The area served by the Co-op's exchanges at New Concord, Hazel, Lynn Grove, Kirksey, Calloway County, KY and Puryear, Cottage Grove, Cypress, South Hazel, Springville and Henry/Paris in Henry County, TN.
- **District 4** — The area served by the Co-op's exchanges at Farmington, Folsomdale, West Plains, Lowes, Symsonia, Graves County, KY and Cunningham in Carlisle County, KY.
- **District 5** — The area served by the Co-op's exchanges at Yorkville, Trimble, Mason Hall, Eaton/Brazil, Martin, Dresden, Dukedom in Gibson, Dyer, Obion and Weakley Counties, TN.

- **District 6** — The area served by the Co-op's exchanges which are located to the North of the Tennessee border which includes: Hardin, Fairdealing, New Concord, Fancy Farm, Wingo, Sedalia, Linnville, Water Valley, Lynn Grove, Hazel, Farmington, Folsomdale, West Plains, Lowes, Symsonia, Cunningham and Kirksey in Kentucky.
- **District 7** — The area served by the Co-op's exchanges which are located to the South of the Tennessee border which includes: Puryear, Cottage Grove, Cypress, South Hazel, Springville, Henry/Paris, Yorkville, Trimble, Mason Hall, Eaton/Brazil, Martin, Dresden and Dukedom in Tennessee.

The Nominating Committee, keeping in mind the principal of geographical representation, shall prepare and post at the principal office of the cooperative, within the time set by the Board, a list of nominations for trustees which shall include at least one candidate for each trustee to be elected. Any fifteen (15) or more members acting together, over their signatures, may make other nominations by petition filed with the Secretary not less than thirty (30) days prior to the meeting, provided that the signatures on all such petitions will be subject to verification by the Credentials and Election Committee (for the purpose of verification, the member's name shall be printed next to the member's signature). The Secretary, upon being personally presented with any such petition shall, immediately following verification of validity of the petition by the Credentials and Election Committee, post such nominations at the same place where the list of nominations made by the Nominating Committee is posted. The Secretary shall mail with the notice of the meeting or separately, but at least ten (10) days and not more than twenty-five (25) days before the date of the meeting, a statement of the number of trustees to be elected and the names, districts, and addresses of the candidates, specifying separately the nominations made by the committee and the nominations made by petition, if any. No nominations may be made from the floor. Any nominations must designate the District for which the candidate is a nominee. Any questions regarding the eligibility of candidates shall be determined by the Credentials and Election Committee at the time of nominations.

(b) Election of Trustees. Election of trustees shall be by printed or electronic ballot. The ballots shall list the names of the candidates nominated by the committee

and by petition. Such names shall be arranged by districts. However, when the number of nominees does not exceed the number of trustees to be elected from a particular district, secret written balloting shall be dispensed with in respect of that particular election and voting shall be conducted in any other proper manner in the discretion of the person conducting the election.

SECTION 5. Removal of Trustees by Members.

Any member may bring charges against a trustee and 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 Co-op, or two hundred (200) members, whichever is the lesser, may request the removal of such trustee by reason thereof. Such trustee 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 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 him shall have the same opportunity. The question of the removal of such trustee shall be considered and voted upon at the meeting of the members and any vacancy created by such removal shall be filled in accordance with Section 6 of this Article.

SECTION 6. Vacancies.

A vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining trustees for the unexpired portion of the term or the Board may, in its own discretion, allow the vacancy to be filled by the members when the vacant term expires. The member elected as trustee to fill the vacancy must reside in the same district as the trustee to whose office he succeeds.

The Board may adopt a policy setting forth a procedure for filling such a vacancy or on receiving advance notice of a trustee's intended resignation at a future date or a trustee's intention not to seek re-election at the expiration of his/her current term.

SECTION 7. Compensation.

(a) Board members shall not receive any salary for their services as such, except that the Board may by resolution authorize payment of a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at each meeting of the Board, and

for attendance at committee meetings, conferences, and training programs as authorized by the Board. If authorized by the Board, Board members may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per diem allowance by the Board in lieu of detailed accounting for some of these expenses.

(b) No Board member shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a Board member or the CEO receive compensation for serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by the vote of the members of the Board or the service by the Board member or the CEO or their close relatives shall have been certified by the Board as an emergency measure. For the purpose of these Bylaws, "Close Relatives" include grandparents, parents, husbands, wives, children, grandchildren, brothers and sisters, by blood, by marriage or by adoption, and spouses of any of the foregoing.

SECTION 8. Credentials and Election Committee.

(a) The Board shall, a reasonable time before any meeting of the members held for the purpose of the election of trustees, appoint a Credentials and Election Committee. Any Credentials and Election Committee shall consist of an uneven number of members, numbering at least five (5), who are not members of the Nominating Committee or existing Co-op employees, agents, officers, trustees or known candidates for trustee, and who are not Close Relatives of any of the foregoing. Each Credentials and Election Committee shall elect its own chairman and secretary. In lieu of the foregoing requirements for filling the Credentials and Election Committee, the Board may, in its sole discretion, designate the County Clerk of Graves County, and her or her staff, to perform the functions of the Credentials and Election Committee.

(b) It shall be the responsibility of the Credentials and Election Committee, once appointed:

- (i) To resolve any disputes or questions concerning the validity of the petitions of nomination and the qualification of candidates for election to the Board of the Co-op;
- (ii) To count all ballots or other votes cast in any election or in any other matter;

- (iii) To rule upon the effect of any ballots or votes irregularly or indecisively marked or cast;
- (iv) To resolve any dispute concerning the eligibility of any individual presenting himself or herself at the annual meeting to register to vote at such a meeting;
- (v) To resolve any dispute concerning the eligibility of any individual presenting himself or herself at the annual meeting to register to vote on behalf of an entity which is a member entitled to vote at such annual meeting;
- (vi) To pass upon any protest or objection filed with respect to any election of trustees or to conduct affecting the results of any such election;
- (vii) To establish or approve and oversee the manner of conducting member registration and voting; and
- (viii) To rule upon all other questions that may arise relating to member voting and the election of directors.

In the exercise of its responsibility, the Credentials and Election Committee shall have available to it the advice of counsel provided by the Co-op.

(c) Any protest or objection concerning any ballot or vote must be filed during, or within three (3) business days following the adjournment of the meeting in which the election is conducted. The Credentials and Election Committee shall, after the Secretary's notice to all affected candidates, be reconvened. The Credentials and Election Committee shall hear such evidence as is presented by the protestor(s) or objector(s), who may be heard in person, by counsel, or both, and any opposing evidence. The Credentials and Election Committee shall, within a reasonable time but not later than thirty (30) days after such hearing, render its decision, the result of which may be to affirm the election, to change the outcome thereof, or to set it aside. The Credentials and Election Committee shall act by majority vote and may not act on any matter unless a majority of its members are present at a meeting. The Credentials and Election Committee's decision on all matters covered by this section shall be final.

(d) Without limiting the foregoing duties and prerogatives of the Credentials and Election Committee, on request of the person presiding at the meeting of the members or on the request of any member

present at such meeting, such Credentials and Election Committee shall make a report in writing of any challenge, question, count, or matter determined by the Credentials and Election Committee and execute a certificate of any fact found by them. Any such report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.

SECTION 9. Power to Appoint Committees.

Except where the composition of a committee is established by these Bylaws, the Board may establish (and abolish) committees comprised of trustees and others. Such committees shall not have any of the powers of the Board and shall perform such functions as are assigned specifically to them for the purpose of advising or making recommendations to the Board. When establishing (and abolishing) such committees, Board shall comply with such policies, rules and regulations, if any, as may from time to time be adopted by the Board with respect to such committees.

SECTION 10. Remote Participation in Certain Committee Meetings.

The Board may allow members of the Nominating Committee or the Credentials and Election Committee to participate in any committee meeting by any means of communication such as telephone conference or video conference by which all members participating may simultaneously hear each other during the meeting. A member participating in a committee meeting by this means shall be deemed to be present in person at the meeting, including for purposes of any quorum requirements.

SECTION 11. Emergency Powers.

In the event of inclement weather, a catastrophic event, governmental order, or other matter that affects the health and safety of the members, Board or the President, acting alone, may postpone or cancel any meeting of the members. Notice of affected meeting shall be given by in any media of general circulation or broadcast serving the area or by electronic communication to the members.

ARTICLE V

MEETINGS OF TRUSTEES

SECTION 1. Regular Meetings.

A regular meeting of the Board shall be held without notice, immediately after, and at the same place as, the annual meeting of members. A regular meeting of the Board shall also be held at such time, date, and place anywhere in the Commonwealth of Kentucky or the states of Tennessee or Alabama, as the Board may provide by resolution. Such regular meeting may be held without notice other than such resolution fixing the time and place thereof.

SECTION 2. Special Meetings.

Special meetings of the Board may be called by the President or by any three trustees, 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 the Trustees calling the meeting shall fix the time, date and place anywhere in the Commonwealth of Kentucky or the state of Tennessee, for the holding of the meeting.

SECTION 3. Notice of Special Trustees Meetings.

Written notice of the time, place and purpose of any special meeting of the Board shall be delivered to each trustee not less than five (5) days previous thereto either personally, by mail, or electronically (e-mail), by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the trustees calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the trustee at such address as appears on the record of the Co-op, with postage thereon prepaid. Notice sent electronically shall be in accordance with Section 5 below. Notice of a special meeting need not be given to any trustee who signs a waiver of notice either before or after the meeting. Attendance of a trustee at any meeting shall constitute a waiver of notice of such meeting, except when a trustee shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened, which objection shall be voiced at the commencement of the meeting.

SECTION 4. Quorum.

A majority of the Board shall constitute a quorum, provided, that if less than such majority of the trustees

is present at said meeting, a majority of the trustees present may adjourn the meeting from time-to-time, and provided further, that the Secretary shall notify any absent trustee of the time and place of such adjourned meeting.

SECTION 5. Action of the Board.

The vote of a majority of the trustees present and voting at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by law, the Articles of Incorporation or these Bylaws.

SECTION 6. Conduct of Meeting.

Any or all trustees as well as the CEO may participate in a regular or special meeting or any committee meeting by, or conduct the meeting through the use of, any means of communication such as telephone conference or video conference by which all trustees and the CEO participating may simultaneously hear each other during this meeting. Anyone participating in a meeting by this means shall be deemed to be present in person at the meeting.

In addition, a regular or special meeting of the Board may be conducted electronically (via e-mail) with the required notice sent electronically and deemed to be delivered on the date and at the time which it was sent. A trustee's electronic (e-mail) vote on any business matters conducted by electronic notice shall constitute a waiver of notice of such meeting and a trustee participating in a meeting by this means shall be deemed to be present in person at the meeting.

SECTION 7. Written Consent.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all the trustees and filed with the minutes of the proceedings of the Board.

ARTICLE VI

OFFICERS

SECTION 1. Number.

The officers of the Co-op 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. All persons holding such offices must be trustees, but such officers may enlist the assistance

of other officers or agents of the Co-op in performing their duties.

SECTION 2. Election and Term of Office.

The officers shall be elected by ballot annually by and from the Board at the meeting of the Board held immediately after the annual meeting of the members. However, when there is only one nominee for any office, secret balloting shall be dispensed with in respect to that particular election and voting shall be conducted in any other proper manner in the discretion of the person conducting the election. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board following the next succeeding annual meeting of the members or until such officer's successor shall have been elected and shall have qualified, subject to the provisions of these Bylaws with respect to the removal of officers. Except as otherwise provided in these Bylaws, the vacancy in any office shall be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal of Officers and Agents by Trustees.

Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Co-op will be served thereby. In addition, any member of the Co-op may bring charges against an officer, and by filing with the Secretary such charges in writing together with a petition signed by ten per centum of the members, or two hundred (200) members, whichever is the lesser, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten (10) 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 such officer shall have the same opportunity. In the event, the Board does not remove such officer, the question of such officer's removal shall be considered and voted upon at the next meeting of the members.

SECTION 4. President.

The President shall:

(a) Be the principal executive officer of the Co-op and, unless otherwise determined by the members of the Board, shall preside at all meetings of the members and the Board.

(b) Sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by the Board or the members and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Co-op, 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 inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as from time-to-time may be assigned to him by the board.

SECTION 6. Secretary.

The Secretary shall:

(a) Keep the minutes of the meetings of the members and of the Board 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 Co-op and affix the seal of the Co-op to all certificates of membership prior to the issue thereof and to all documents, the execution of which on behalf of the Co-op under its seal is duly authorized in accordance with the provisions of these Bylaws;

(d) Keep a register of the names and post office addresses of all members;

(e) Sign, with the President, certificates of membership, the issue of which shall have been authorized by the Board of members;

(f) Have general charge of the books of the Co-op;

(g) Keep on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Co-op containing all amendments thereto (which copy shall always be open to inspection of any member) and, at the expense of the Co-op, forward a copy of the Bylaws and of all amendments thereto to any member upon request; and

(h) In general perform all duties incident to the Office of Secretary and such other duties as from time-to-time may be assigned to the Secretary by the Board.

SECTION 7. Treasurer.

The Treasurer shall:

(a) Have charge and custody of and be responsible for all funds and securities of the Co-op;

(b) Be responsible for the receipt of and the issuance of receipts for all moneys due and payable to the Co-op and for the deposit of all such moneys in the name of the Co-op in such bank or banks 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 the Treasurer by the Board.

SECTION 8. Chief Executive Officer (CEO).

The Board may appoint a CEO who may be but who shall not be required to be a member of the Co-op. The CEO shall perform such duties and shall exercise such authority as the Board may from time-to-time vest in the CEO.

SECTION 9. Bonds of Officers.

The Treasurer and any other officer or agent of the Co-op charged with responsibility for the custody of any of its funds or property shall give bonds in such sum and with such surety as the Board shall determine. The Board in its discretion may also require any other officer, agent or employee of the Co-op to give bond in such amount and with such surety as it shall determine. All premiums and expenses associated with the acquisition and maintenance of the bonds for such officers, agents or employees shall be paid by the Co-op.

SECTION 10. Compensation.

The powers, duties and compensation of officers, agents and employees shall be fixed by the Board, subject to the provisions of these Bylaws with respect to compensation for trustees and Close Relatives of trustees.

SECTION 11. Reports.

The officers of the Co-op shall submit, at each annual meeting of the members, reports of the business of the Co-op for the previous fiscal year. Such reports shall set forth the condition of the Co-op at the close of such fiscal year.

ARTICLE VII

NON-PROFIT OPERATION

SECTION 1. Interest or Dividends on Capital Prohibited.

The Co-op shall at times be operated on a cooperative nonprofit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Co-op on any capital furnished by its members.

SECTION 2. Patronage Capital.

(a) Each fiscal year, the Co-op shall allocate on a patronage basis ("Patronage Allocation") all operating net earnings from telecommunications services among its members' capital accounts. The Board may, by resolution, impose a legal obligation on the Co-op to allocate net earnings of other services, if any, and upon adoption of such resolution, such amounts will be allocated on a patronage basis to members' capital accounts in the same manner as other Patronage Allocations.

- (i) For purposes of this Article VII, "net margins" means amounts received and receivable, from a service or otherwise, in excess of operating costs and expenses properly chargeable thereto. Solely for purposes of this Article VII, "member" means a member of Co-op and any person or entity that the Board explicitly designates by resolution to receive patronage allocations.
- (ii) Net earnings allocated as Patronage Allocations are received with the understanding that they are furnished by the members as capital. The books and records of Co-op shall be set up and kept in such 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 to the capital account of each member. All such capital credits shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished Co-op corresponding amounts for capital.

- (iii) The Board will determine the manner, method, and timing of Patronage Allocations and may create classes of members for the purpose of allocating capital credits. The Co-op shall within a reasonable time after the close of the fiscal year notify each member of the amount of capital so credited to such member's account.
 - (iv) Unless otherwise explicitly provided by resolution, the Co-op is not obligated to allocate Patronage Allocations for services which are not billed and collected by Co-op, even when such services are partially rendered over the facilities of Co-op.
- (b) The Co-op shall allocate on a patronage basis all non-operating net earnings from telecommunications services among its members' capital accounts in the same manner as provided in subsection (a) of this Section, but only to the extent such amounts are (i) amounts collected from members under I.R.C. Section 501(c)(12) if the Co-op is tax exempt for such tax year, or (ii) deemed patronage-sourced income under federal tax law if the Co-op is taxable for such year.
- (c) If the Co-op engages in the business of furnishing goods or services other than telecommunications services, all net earnings therefrom, whether operating or nonoperating, shall, insofar as permitted by law, and unless otherwise determined by the Board by resolution under subsection (a) of this Section, be:
- (i) Used to offset any losses incurred during the current or any prior fiscal year; and
 - (ii) To the extent not needed for that purpose, transferred into reserve accounts for early retirement of debt, construction of plant facilities that will improve services to the members, or any other purpose for which reserve accounts may be created.
- (d) To the extent Co-op incurs a loss, the Board may elect, in its sole discretion, to:

- (i) allocate such loss, or portion thereof, to members on a patronage basis in the same manner as provided herein with respect to Patronage Allocations, unless such allocation violates any law or legal obligation of Co-op; or
- (ii) offset such loss, or portion thereof, against patronage or non-patronage earnings, as applicable, generated in succeeding fiscal years, unless such offsetting violates any law or legal obligation of the Cooperative. The Co-op may determine losses with respect to specific service units or other classifications.

SECTION 3. Retirement and Assignment of Capital Credits.

(a) In the event of dissolution or liquidation of the Co-op, after all outstanding indebtedness of the Co-op 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.

(b) If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of the Co-op will not be impaired thereby, the capital then credited to members may be retired in full or in part. Any such retirements of capital shall be at the discretion and direction of the Board as to timing, method, and type of retirement.

(c) Capital credited to the account of each member shall be assignable only on the books of the Co-op with the approval of the Board, pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Co-op unless the Board acting under policies of general application, shall determine otherwise.

(d) Unless otherwise provided by the Board, in the event of a sale or transfer of business of a member, in the absence of an agreement to the contrary, capital credits shall transfer to the new legal entity acquiring the current member's business. The Board may, by resolution in its sole discretion, declare that upon the dissolution of a member that is not a natural person ("Dissolved Member"), the capital credits of such member will be specially retired.

(e) The Board, in its discretion, shall have the power at any time to provide for the special retirement of capital

credits of a deceased member or former member who is a natural person ("Deceased Member"), and such accelerated retirement may be on a discounted basis. The terms and conditions of, and the manner, method and timing of, any such special retirement, and the amount of and limitations on capital credits to receive special retirement, shall be determined by the Board in its sole discretion. The Board may specify a form required for any proposed accelerated retirement. Among other terms and conditions, the Board may require any person applying to receive retired capital credits of a deceased member or former member to execute an agreement to indemnify the Co-op against future claims for such retired capital credits or any other loss or threatened loss related to the payment of retired capital credits to such person.

(f) When any provision hereof authorizes discounted retirement of capital credits, the Board is authorized to determine the applicable capital rotation period, the discount rate, and any other factor relevant to calculating the discounted value of capital credits. The Co-op's payment of specially retired capital credits of a Deceased Member or Dissolved Member on a discounted basis, as provided hereunder, shall constitute a full and final settlement and discharge of any right to the full face value of such capital credits. By resolution, the Board may declare that the difference between the full face value of the capital credits and the discounted value of such capital credits determined for purposes of special retirement shall be deemed (i) received by the member or former member, and (ii) immediately contributed to Co-op in exchange for a new equity interest in the Co-op that is payable only upon dissolution of the Co-op and that shall entitle the holder to no interest, rate of return, or dividends.

(g) Regardless of a statute of limitation or other time limitation, the Co-op may recoup, offset, or setoff an amount owed by a member or former member to the Co-op, including any compounded interest and late payment fee, by reducing the amount of retired capital credits paid to the member or former member by the amount owed to the Co-op. If permitted by applicable laws, the Board, in its sole discretion, may elect to retire capital credits of a member or former member with a delinquent account before the time the Co-op anticipates normally retiring and paying capital credits, and in such case the provisions hereof for accelerated retirement on a discounted basis shall apply.

(h) If the Co-op is uncertain about a person's entitlement to retired capital credits (such as when a person is not identified as a member or former member on the books and records of the Cooperative), it may withhold such retired capital credits until such person provides adequate documentation to the satisfaction of the Co-op that such person is entitled to receive such retired capital credits. In such cases, the Co-op may also require, among other things, such person to execute an agreement to indemnify the Co-op against future claims for such retired capital credits or any other loss or threatened loss related to the payment of retired capital credits to such person.

(i) Each member and former member agrees that:

- a. Capital credits are not securities under state or federal law;
- b. The member's or former member's right to capital credits vests and becomes payable only upon (i) a determination by the Board to retire such capital credits and (ii) the Co-op retiring the capital credits as provided in these bylaws, and not upon the Co-op allocating the capital credits; and
- c. If required by applicable law, each member or former member will report all allocated or retired capital credits and pay any appropriate tax thereon.

(j) When the amount of capital credits of any member or former member that no longer receives service from Co-op is less than a fixed sum determined by the Board, the Board is authorized to retire such capital credits at the same time that a general retirement to other members is made.

SECTION 4. Effect of Articles of Incorporation and Bylaws.

The members of the Co-op, by dealing with the Co-op, acknowledge that the terms and provisions of the articles of incorporation and Bylaws shall constitute and be a contract between the Co-op and each member, and both the Co-op and the members are bound by such contract, as fully as though each member had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the Bylaws shall be called to the attention of each member of the Co-op by posting in a conspicuous place in the Co-op's office.

In the event such capital credit amounts which are

allocated and distributed to members but, after five (5) years, were not cashed or called for, said amounts may be paid to the Co-op's college scholarship fund.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS, TRUSTEES, EMPLOYEES AND AGENTS

SECTION 1. Scope of Indemnification.

The Co-op 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 investigative (other than an action by, or in the right of the Co-op) by reason of the fact that such person is or was a trustee, officer, employee, or agent of Co-op or who is or was serving at the request of Co-op as a trustee, director, officer, employee, or agent of another cooperative, association, corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, but only 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 Co-op and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct of such person was unlawful. 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 Co-op, 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 for Good Faith Action.

The Co-op 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 Co-op to obtain a judgment in its favor by reason of the fact that such person is or was a trustee, officer, employee or agent of Co-op, or is or was serving at the request of the Co-op as a trustee, director, officer, employee, or agent of another cooperative, association, corporation, partnership, joint

venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, but only 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 Co-op. No indemnification shall be made for 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 Co-op, unless and only to the extent that the court or adjudicative body 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 or adjudicative body shall deem proper.

SECTION 3. Cost of Defense Indemnified.

To the extent that a trustee, officer, employee, or agent of the Co-op has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to above or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

SECTION 4. Expenses Advanced.

Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Co-op 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 trustee, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by Co-op as authorized in this Article.

SECTION 5. 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 hereunder or under any agreement, 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 trustee, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SECTION 6. Insurance Coverage.

The Co-op may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, employee, or agent of Co-op, or who is or was serving at the request of Co-op 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 Co-op would have the power to indemnify such person against any liability under the provisions of this Article.

ARTICLE IX

DISPOSITION OF PROPERTY

The Co-op may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds (2/3) of all of the members of the Co-op, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any of all or the property, assets, rights, privileges, licenses, franchises and permits of the Co-op, whether acquired or to be acquired and wherever situated, as well as the revenues and income therefrom all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Co-op to (i) the United States of America or any instrumentality or agency thereof, (ii) a national financial institution, organized as a cooperative, in which the Co-op holds membership, or (iii) any financial institution insured by the Federal Deposit Insurance Corporation; provided further that the Board may upon the authorization of a majority of those members of the Co-op present at a meeting of the members thereof, sell, lease, or otherwise dispose of all or a substantial portion of its property to another Co-op or foreign corporation doing business in this State pursuant to the Act under which this Co-op is

incorporated.

ARTICLE X

SEAL

The corporate seal of the Co-op shall be in the form of a circle and shall have inscribed thereon the name of the Co-op and the words “Corporate Seal Kentucky”. In the event it is inconvenient to affix such a seal at any time, the words “Corporate Seal” or the word “Seal” accompanying the signature of an officer signing for and on behalf of the Co-op shall be the seal of the Co-op.

ARTICLE XI

FINANCIAL TRANSACTIONS

SECTION 1. Contracts.

Except as otherwise provided by law or in these Bylaws, the Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Co-op, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the Co-op by any contract or to pledge its credit or to render it liable for any sum of money, or for any other purpose.

SECTION 2. Financial Instruments.

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 Co-op shall be signed by such officer or officers, agent or agents, employee or employees of the Co-op and in such manner as shall from time-to-time be determined by resolution of the Board.

SECTION 3. Deposits.

All funds of the Co-op shall be deposited from time-to-time to the credit of the Co-op in such bank or banks as the Board may select or as may be selected by any officer of the Co-op to whom such power may be delegated from time to time by the Board.

SECTION 4. Changes in Rates.

If required, written notice shall be given to the Administrator of the USDA Rural Development of the United States of America not less than ninety (90) days prior to the date upon which any proposed changes in the monthly rates charged by the Co-op for

telecommunications service becomes effective.

SECTION 5. Fiscal Year.

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

ARTICLE XII

MISCELLANEOUS

SECTION 1. Membership in Other Organization.

The Co-op shall not become a member of or purchase stock in any other organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchases, provided, however, that the Co-op may upon the authorization of the Board, purchase stock in or become a member of any corporation or organization organized on a non-profit basis for the purpose of engaging in or furthering the cause of area-wide rural telecommunications service, or, with the approval of the Administrator of the USDA Rural Development Rural Utilities Service of the United States of America, of any other corporation for the purpose of acquiring telecommunications facilities or assuring more adequate telecommunications service to its members.

SECTION 2. Rules and Regulations.

The Board shall have power to make and adopt such rules and regulations, not inconsistent with law, the Articles of Incorporation or these Bylaws, as it may deem advisable for the management of the business and affairs of the Co-op.

SECTION 3. Accounting System and Reports.

The Board, through officers and agents of the Co-op, shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time-to-time be designated by the Administrator of the USDA Rural Development Rural Utilities Service of the United States. The Board shall also, after the close of each fiscal year, cause to be made a full and complete audit of the accounts, books and financial conditions of the Co-op, as of the end of such fiscal year. Such audit reports shall be submitted to the members at the next following annual meeting.

ARTICLE XIII

AMENDMENT

These Bylaws may be altered, amended or repealed by the affirmative vote of not less than two-thirds (2/3) of all the trustees at any regular or special meeting, provided a notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal.

END



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