Articles of Incorporation and Bylaws

Golden West Telecommunications Cooperative, Inc.

As amended through September 26, 2026



Golden West®
Telecommunications Cooperative, Inc.

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RESTATED ARTICLES OF INCORPORATION

Golden West Telecommunications Cooperative, Inc.

Restated Articles of Incorporation, adopted on September 26, 2026, supersede all existing Articles of Incorporation and Amendments.

ARTICLE I – NAME OF ASSOCIATION

The name of this Cooperative shall be GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE, INC.

ARTICLE II – PURPOSE OF ASSOCIATION

The purpose for which this Cooperative is formed is to furnish, improve, and expand communication service on a cooperative basis:

(a) To borrow money, to make and issue bonds, notes, and other evidences of indebtedness, secured or unsecured, for monies borrowed or in payment for property acquired, or for any of the objects or purposes of the Cooperative, and other evidences of indebtedness by mortgages, or deed or deeds of trust, upon, or by the pledge of or other lien upon, all or any of the property rights, privileges, or permits of the Cooperative, wheresoever situated, acquired or to be acquired, when authorized, and upon such terms and conditions as may be determined by the Board of Directors without the vote or consent of the members of the Cooperative;

(b) To acquire, own, hold, use, exercise; and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate, and in any manner dispose of franchises, rights, privileges, licenses, rights-of-way and easements necessary, and exercise all privileges of ownership over such real or personal property as may be necessary or convenient for the conduct and operation of the business of the Cooperative or incidental thereto;

(c) To draw, make, accept, endorse, guarantee, execute, and issue promissory notes, bills of exchange, drafts, warrants, certifications, and all kinds of obligations and negotiable or transferable instruments for any purpose that is deemed necessary to further the objectives for which this Cooperative is formed, and to give a lien on any of its property as security therefor;

(d) To acquire, own, and develop any interest in patents, trademarks, and copyrights connected with or incidental to the business of the Cooperative;

(e) To cooperate with other similar associations in creating central, regional, or national agencies for any of the purposes for which this Cooperative is formed, and to become a member of such agencies as now are or hereafter may be in existence;

(f) To have and exercise, in addition to the foregoing, all powers, privileges, and rights conferred on ordinary corporations and cooperatives by the statutes of this State, and all powers and rights incidental or conducive to carrying out the purposes for which this Cooperative is formed; but the enumeration of the foregoing powers shall not be held to limit or restrict in any manner the general powers which may by law be possessed by this Cooperative, all of which are hereby expressly claimed; and

(g) To organize and maintain all forms of communications services by means of wired circuits and otherwise, which shall include all communications facilities or systems used in the rendition of said service.

ARTICLE III – PRINCIPAL PLACE OF BUSINESS

The Cooperative shall have its principal place of business in the town of Wall, South Dakota, and places of business of the Cooperative may be established in such places and counties within and without the State of South Dakota in which said Cooperative is authorized to operate as may be determined from time to time by the Board of Directors of said Cooperative.

ARTICLE IV – TERM OF EXISTENCE

The term for which this Cooperative shall exist shall be perpetual.

ARTICLE V – DIRECTORS

(a) The number of directors of this Cooperative shall be fifteen (15), elected for four-year terms, and the terms shall be staggered.

(b) Directors shall be elected by ballot by the members in such manner as the Bylaws may prescribe.

(c) Directors must be members of the Cooperative and must be presently residing in, or in the case of an entity director must be presently headquartered in, the area served by the Cooperative. Directors shall not be in any way employed by or financially interested in the Cooperative or in a competing enterprise. Upon establishment of the fact that a director is holding office in violation of any of the foregoing provisions, the Board of Directors shall automatically remove such director from office. Nothing contained in this Section, shall affect in any manner whatsoever, the validity of any action taken at any meeting of the Board of Directors.

(d) Any individual or entity, may become a member in accordance with the Bylaws.

(e) To the fullest extent permitted by South Dakota law governing this Cooperative as the same exists or may hereafter be amended, a director of this Cooperative shall not be personally liable to the Cooperative or its members for monetary damages for breach of fiduciary duty as a director, except for liability:

(1) For any breach of the director's duty of loyalty to the Cooperative or its members;

(2) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(3) For any violation of Section 47-17-7 of the South Dakota Codified Laws; or

(4) For any transaction from which the director derived an improper personal benefit.

ARTICLE VI – ORGANIZATIONAL STRUCTURE AND PROPERTY INTEREST OF MEMBERS

The Cooperative shall be an organization without capital stock and the interests of the members shall be unequal. The general rules applicable to all members by which the rights and interest, respectively, of each member shall be determined and fixed as follows:

(a) Upon liquidation after:

(1) all debts and liabilities, and;

(2) all capital furnished through patronage shall have been retired as provided in the Bylaws and rules adopted by directors, the remaining property and assets of the Cooperative shall be distributed among the members and former members in good standing at the time that said membership ceased: all of the foregoing in the proportion which the aggregate patronage of each bears to the total patronage of all of such qualified members.

(b) No members shall be liable for the debts of the Cooperative in any amount greater than his/her unpaid account owing to said Cooperative.

ARTICLE VII – AMENDMENT

These Restated Articles of Incorporation may be amended in the manner provided by statute.

Golden West Telecommunications Cooperative, Inc.

Restated Bylaws, adopted on September 26, 2026, supersede all existing Bylaws and Amendments.

ARTICLE I – MEMBERSHIP

SECTION 1 – Requirements for Membership

(a) Any individual or entity may become a member of Golden West Telecommunications Cooperative, Inc., (hereinafter called the "Cooperative or the Co-op") upon receipt of retail communication services from the Cooperative at a location within its established service area, and by:

(1) Purchasing from the Cooperative communications and information services (hereinafter called "communication service") in accordance with established rates, terms, and conditions specified by the Cooperative as an end user of such services;

(2) Agreeing to comply with and be bound by the Articles of Incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the Board of Directors (hereinafter called the "Board"); and

(3) Paying such membership, connection, reconnection, security, facilities extension, and construction fees and deposits as may be established or required by any rule, regulation, or policy adopted by the Board.

(b) Purchasers of the Cooperative's services at wholesale, or otherwise for resale, shall not be eligible for membership or patronage credits with respect to such wholesale services. Local exchange carriers, interexchange carriers, wireless carriers, and any other carriers that participate with the Cooperative in the provision of communication services to customers are neither members nor patrons.

(c) Membership shall become effective upon date of commencement of communication service. Membership eligibility terminates upon disconnection of communication service.

(d) Such member shall receive communication service from the Cooperative within the certified service territory of the Cooperative, as such certified service territory is defined by the applicable state regulatory authorities from time to time.

SECTION 2 – Membership Certificates

No membership certificate shall or need be issued. The current billing record of the Co-op as maintained at the general headquarters office, or at any branch office, shall constitute the membership record. Any individual or entity may have more than one billing record, but multiple billing records shall constitute one membership record.

SECTION 3 – Joint Membership

One or more persons 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. Without limiting the generality of the foregoing, the effect 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 and if a person is a joint member with more than one other person who may be absent from the meeting, he/she is entitled to one vote only, whether he/she holds an individual membership or one or more joint memberships;

(c) A waiver of notice signed by either or both shall constitute a joint waiver;

(d) Notice to either shall constitute notice to both;

(e) Expulsion of either shall terminate the joint membership;

(f) Withdrawal of either shall terminate the joint membership; and

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

SECTION 4 – Conversion of Membership

(a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his or her joint member to comply with the Articles of Incorporation, Bylaws and any rules and regulations adopted by the Board of Directors.

(b) Upon the death of either party to the joint membership, such membership shall be held solely by the survivor, and appropriate record thereof shall be made upon the membership record after the Cooperative has been notified of the death; provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative, and the surviving spouse shall also be liable for such debts.

SECTION 5 – Membership and Service Connection Fee

No membership fee shall be assessed any member for communication service. Upon actual receipt of communication service from the Co-op, the applicant for such service shall become a member. Discontinuance of such service shall terminate membership in the Co-op.

Notwithstanding the foregoing, the Board of Directors may, at such time and in such manner, put into effect, a connection fee that is in accordance with the rules and regulations and tariffs adopted by the Board of Directors. Such connection fee for any new connections must be charged in all cases prior to obtaining new communication service. Existing members receiving service, either directly from the Co-op, or by virtue of an acquisition or an exchange furnishing service by the Co-op, shall not be charged a connection fee. Any membership fee collected prior to the enactment of this section shall be considered a connection fee.

SECTION 6 – Purchase of Communications Service

Each member shall take communication service from the Co-op to be used on the premises specified in the application for membership and service and shall pay therefore at rates as established by the Board and pay such amounts owed by the member as and when the same shall become due and payable; provided however, that the Board may limit the amount of communication service which the Cooperative shall be required to furnish to any one member.

SECTION 7 – Termination of Membership

(a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe. The Board may, by the affirmative vote of not less than two-thirds (2/3) of all the directors, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws, or any rules or regulations adopted by the Board, but only if such member shall have been given written notice by the Secretary that such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the members at any Annual or Special Meeting. The membership of a member who has not permitted the installation of service within thirty days after he/she has been notified service is available to him/her, or of a member who has ceased to purchase communication service from the Co-op, shall be canceled by resolution of the Board.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate. Termination of membership in any manner shall not release a member or member's estate from any debts due the Co-op.

ARTICLE II – RIGHTS AND LIABILITIES OF THE COOPERATIVE AND MEMBERS

SECTION 1 – Service Obligations

The Cooperative will use reasonable diligence to furnish adequate and dependable services, but it cannot and does not guarantee uninterrupted services, nor will it always be able to provide every service desired by each member. The Cooperative shall not be required to provide or to continue to provide telecommunications services to any member who refuses to provide the Cooperative access over said member's lands and rights of way in a manner consistent herewith.

SECTION 2 – Cooperation of Members in Extension of Service

(a) As determined or required by the Cooperative, each member shall provide the Cooperative safe and reliable access reasonably necessary to operate the Cooperative safely, reliably and efficiently or to provide Cooperative services to any real or personal property in which the member possesses a legal right as well as to extend the Cooperative's facilities serving the member's property so that telecommunications service can be extended to serve any member owning adjoining property.

(b) In the cooperative spirit, members and the Cooperative agree to work together to ascertain and provide necessary access to safely, reliably, and efficiently extend new facilities or relocate existing facilities. Upon request from, and under reasonable terms and conditions determined by the Cooperative, each member shall grant and convey, and execute any document reasonably necessary to allow the Cooperative access to provide services to any member's premises. Where practical, the access shall follow property boundaries, existing

roadways, driveways or established trails. Members may request reasonable alternative routing across their lands to serve their real or personal property or in the extension of service to other members.

SECTION 3 – Non-Liability for Debts of the Co-op

The private property of the member 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

(a) The Annual Meeting of the members shall be held on a date to be selected by the Board of Directors, as shall be designated in the notice of meeting for the purpose of electing directors, passing upon reports for 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 cause forfeiture or dissolution of the Cooperative.

(b) To the extent authorized by the Board, and subject to guidelines and procedures adopted by the Board, an Annual or Special Meeting may be held without a geographic location if the meeting is held through the internet or other electronic communications technology in a manner: (1) permitting the Cooperative to verify that each person participating in the meeting is a member; and (2) permitting members the opportunity to read or hear the proceedings substantially current with their occurrence, vote on matters submitted to the members, ask questions, and make comments.

SECTION 2 – Special Meetings

Special Meetings of the members may be called by the President, Board, or members having one-fifth (1/5) of the votes entitled to be cast at such meeting. It shall 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 as designated by the Board of Directors specified in the Notice of the Special Meetings.

SECTION 3 – Notice of Members Meeting

(a) Notice of all meetings shall be given personally, by mail, or by electronic transmission to each member at the member's address as it appears on the records of the Cooperative not less than ten days, or more than 120 days, before the meeting at the direction of the person calling such meeting. The notice shall state date and time, and in case of the Annual Meeting or a special meeting, the purposes for which the meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member as it appears on the records of the Co-op, with postage thereon prepaid. If electronically transmitted, such notice shall be deemed to be delivered when electronically sent to the member at the member's electronic mail address shown in the records of the Co-op. The incidental or unintended 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.

(b) If the Board authorizes remote or electronic meeting attendance, then the notice of member meeting must include a description of the methodology for remote or electronic participation.

SECTION 4 – Postponement of a Meeting of the Members

In the event of inclement weather or the occurrence of a catastrophic event, the meeting of the members may be postponed by the President, Vice President or the Board. Notice of the postponed meeting shall be given by the President in any media of general circulation or broadcast serving the area.

SECTION 5 – Quorum

A quorum at any member meeting shall be 50 members present or represented by approved designation. Members represented by signed vote may be counted in computing a quorum only as to those questions as to which the signed vote is taken. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting to another time and date, provided that the Secretary shall notify any absent members of the time, date, and place of the adjourned meeting by delivering notice thereof as provided in Section 3.

SECTION 6 – Voting

Except as permitted in this Section, no individual other than a member may vote at any member meeting.

(a) Any individual or entity, as limited in Article I, may become a member of this Cooperative but shall be entitled to only one vote;

(b) A member owning membership, or more than one membership, gains no additional vote thereby;

(c) Voting by proxy shall not be allowed; and

(d) In the absence of written notice that some person has been designated to represent a member who is other than an individual, such member may be represented by any of its principal officers. An individual may represent more than one such member, and may also vote as an individual if the individual is a member.

(e) Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. Cumulative voting is not permitted. Voting by members other than members who are individuals shall be allowed upon presentation to the Cooperative, prior to each member meeting, satisfactory evidence entitling the person presenting the same to vote.

(f) To the extent authorized by the Board, and subject to guidelines and procedures adopted by the Board, members may participate in any member meeting through remote or electronic communication. Members participating in a member meeting through remote or electronic communications are deemed present and may vote at the member meeting if the Cooperative has implemented reasonable measures: (1) to verify that each individual or entity participating remotely or electronically is a member; and (2) to provide the member a reasonable opportunity to participate in the member meeting, and to vote on matters submitted to the members, including the opportunity to communicate, and to read or hear the proceedings of the member meetings substantially current with the proceedings. If the Board authorizes participation through remote or electronic communication, then the notice of the member meeting shall describe the means of remote or electronic communication to be used.

(g) Except as otherwise provided in state law and these bylaws, the Board shall have the discretion to establish the voting methodology for member meetings, which may include but is not limited to voting by written ballot, by mail, or by electronic transmission. The notice of the member meeting shall describe the voting methodology to be used.

SECTION 7 – Order of Business

The business to be addressed at the Annual Meeting of the members and, so far as possible, at all other member meetings, shall be essentially as follows, except as otherwise determined by the members at such meeting:

(a) Report on the number of members present or represented by approved designation in order to determine the existence of a quorum;

(b) Reading of the Notice of the Meeting and Proof of Service thereof, or the waiver or waivers of notice of the meeting, as the case may be;

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

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

(e) Report of election of directors;

(f) Unfinished business;

(g) New Business; and

(h) Adjournment.

Notwithstanding the foregoing, the Board may establish the order of business for the Annual Meeting and other member meetings. The Agenda for any meeting of the members shall be included in the Notice of Meeting given pursuant to Section 3, and the order of business may not be varied, once the Notice has been sent to members, except as determined by the members at such meeting.

ARTICLE IV – DIRECTORS

SECTION 1 – General Powers

The business affairs of the Cooperative shall be managed by a board of fifteen directors, which shall be composed of members elected from and residing within the following districts served by the Cooperative:

(a) District 1 shall have two directors, which District shall consist of the area served by the Cooperative from the Enning (985), Rural Faith (739), Maurine (748), New Underwood (754), and Wicksville (798) exchanges; and

(b) District 2 shall have two directors, which District shall consist of the area served by the Cooperative from the Creighton (457), Kadoka (837), Milesville (544), Philip (859), Quinn (386), Wall (279), and Wasta (993) exchanges;

(c) District 3 shall have two directors, which District shall consist of the area served by the Cooperative from the Belvidere (344), Hayes (567), Midland (843), Murdo (669), Vivian (683), White River (259), and Wood (452) exchanges;

(d) District 4 shall have two directors, which District shall consist of the area served by the Cooperative from the Long Valley (462), Martin (685), Mission (856), and Rosebud (747) exchanges;

(e) District 5 shall have two directors, which District shall consist of the area served by the Cooperative from the Ardmore (453, 459), Buffalo Gap (833), Custer (673), Edgemont (662, 663), Hot Springs (745), Oelrichs (525, 535), and Oral (424) exchanges;

(f) District 6 shall have two directors, which District shall consist of the area served by the Cooperative from the Interior (433), Kyle (455), Pine Ridge (867), and White Clay, NE (862) exchanges;

(g) District 7 shall have one director, which District shall consist of the area served by the Cooperative from the Bonesteel (653, 654), Burke (774, 775), Clearfield (557), Gregory (835, 974), Reliance (473), Winner (842), and Witten (879) exchanges;

(h) District 8 shall have one director, which District shall consist of the area served by the Cooperative from the Armour (724), Avon (286), Corsica (946), Freeman (925), Lesterville (364), Menno (387), Plankinton (942), Scotland (583), and Springfield (369) exchanges; and

(i) District 9 shall have one director, which District shall consist of the area served by the Cooperative from the Bridgewater (729), Canistota (296), Colton (446), Dell Rapids (428), Hartford/Wall Lake (526, 528), Humboldt/ Montrose (363), and Marion (648) exchanges.

That the directors shall exercise all of the powers of the Cooperative, except as are by law, the Articles of Incorporation or these Bylaws conferred upon or reserved to the members, and specifically hereafter, by resolution, at any regular meeting of said Board, revise the boundaries of said districts and increase or diminish the number of directors allocated to each.

SECTION 2 – Election and Tenure of Office

Directors shall be elected by the members in accordance with the voting methodology established by the Board as provided in the Bylaws, to serve for a period of four years or until their successors have been elected and shall have qualified; or to fill an unexpired term made vacant for any reason. The candidate for director receiving the highest number of votes shall be deemed elected. If there exists a tie vote between candidates, with the resulting failure of choice as to election of a director, such choice shall be determined by the drawing of lots under such procedure that all rights of the candidates involved in such tie are adequately safeguarded. If an election or report of election shall not be held at the Annual Meeting or any adjournment thereof, the Board of Directors shall cause an election or report of election to be held at a Special Meeting of the members within a reasonable time thereafter.

SECTION 3 – Qualifications

(a) To become or remain a director, an individual, entity, or partner or officer representing an entity shall:

(1) Be a member of the Cooperative;

(2) Have resided in, or in the case of an entity have been headquartered in the geographic area from which the member is elected, and has resided or been headquartered there for more than 240 days during the last 12 month period;

(3) Not be employed by or financially interested in a competing enterprise or a business engaged in selling communication service or supplies or constructing or maintaining communication facilities.

(4) Not be closely related to an incumbent Director or an employee of the Cooperative. As used herein, "closely related" means spouse, brother, brother-in-law, sister, sister-in-law, stepbrother, stepsister, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, father, stepfather, father-in-law, mother, stepmother, mother-in-law, or an entity sharing ownership interest with an incumbent Director. However, no incumbent Director shall lose eligibility to remain a Director or be reelected as a Director if the incumbent Director becomes a close relative of another incumbent Director or of a Cooperative employee because of a marriage to which the incumbent Director was not a party. Neither shall an employee lose eligibility to continue in the employment of the Cooperative if he or she becomes a close relative of a Director because of a marriage to which he or she was not a party.

(5) Not have been convicted of a felony or comparable crime that would be classified as a felony under South Dakota law within the past five years.

(6) Not be indebted to the Cooperative for any amounts which are past due.

(7) Have been a member of the Cooperative and have resided or been headquartered in the Cooperative's service area for at least five of the last six years.

Upon establishment of the fact that a director, or a partner or officer representing an entity director, is holding office in violation of the foregoing provisions, the Board shall remove such director or partner or officer representing an entity director from office.

(b) A vacancy occurring in an entity director seat may only be filled in accordance with the provisions of ARTICLE IV, Section 6.

(c) To remain a Director, the incumbent must attend two-

thirds (2/3) or more of the regular meetings during each 12 month period, beginning with the month of his/her election. The Director must also comply with all of the Cooperative's rules and regulations in order to remain a Director. Upon establishment of the fact that a Director or nominee is in violation of any of the provisions of this section, that office or nomination shall be deemed vacant.

(d) Eligibility of former employees for board membership and former board member for employment:

(1) No employee or former employee shall be eligible for election to the Board of Directors until five years has passed since the end of his or her employment.

(2) No director or former director shall be eligible for employment by the Cooperative until five years has passed since the end of service as a director.

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

SECTION 4 – Nominations

(a) Directors shall be nominated by petition signed by not less than 20 members who reside in the Director District. Only one member of a joint membership may sign a nominating petition.

(b) The nominating petition shall state the name and address of the person running for director, and the number of the district in which he or she is running; each member signing said petition shall also date his or her signature and place his or her address on the petition.

(c) The petition shall be filed at one of the following Golden West Telecommunications business offices: Dell Rapids, Hartford, Hot Springs, Mission, Pine Ridge, or Wall, not less than 90 days prior to the Annual Meeting. Any petition received which has been mailed by first class mail, postage prepaid and postmarked 90 days prior to the Annual Meeting shall be deemed to have been filed in sufficient time.

(d) Not less than 120 days before the Annual Meeting, the Secretary of the Cooperative shall cause to be sent to each member of a Director District entitled to vote thereon, either in person, by mail, or electronic transmission, a notice that there is or will be a vacancy in the Director District, that any person who qualifies under the Bylaws may run for the directorship, by filing a petition no later than 90 days before the Annual Meeting. The notice shall contain the date and time of said Annual Meeting, and shall also state that a petition in proper form may be requested from one of the following Golden West Telecommunications business offices: Dell Rapids, Hartford, Hot Springs, Mission, Pine Ridge, or Wall, and will be sent to any member making said request, either in person, by mail, or electronic transmission.

(e) If only one individual files a petition in proper form within the proper time, that individual shall be elected at the Annual Meeting.

(f) There shall be no nominations from the floor.

(g) The Secretary of the Cooperative shall also cause said notice required in Article IV, Section 4, sub-section (d), to be published one time in a legal newspaper which is published within the county in which the Director District is located, not less than 120 days before the Annual Meeting.

SECTION 5 – Removal of Directors by Members

Any member may bring charges against a director and, by filing with the Secretary such charges in writing, together with a petition signed by at least ten percent of the members, may request the removal of such director by reason thereof. Such director shall be informed in writing of the charges at least ten days prior to the meeting of the members 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 charges against a director shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at the meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

SECTION 6 – Vacancies

Subject to the provisions of these Bylaws with respect to filling of vacancies caused by the removal of directors by the members, a vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining directors until the next annual meeting at which an election may be held to fill the vacancy.

SECTION 7 – Compensation

Directors shall not receive any salary for their services as directors except that by resolution of the Board of Directors an attendance fee and actual expenses, if any, shall be allowed for attending each meeting of the Board

of Directors, committee meetings or any other meetings authorized by the Board. No director shall receive any compensation or any other benefits for serving the Cooperative except as determined by resolution of the Board of Directors, not to exceed compensation or other benefits that are available generally to the officers and employees. No director or close relative of a director shall receive compensation for serving the Cooperative in any other capacity unless the payment and amount of compensation shall be specifically authorized by a vote of the members or the service by such director or close relative shall have been certified by the Board as an emergency measure. Only the following shall constitute a close relative of a director: spouse, brother, brother-in-law, sister, sister-in-law, stepbrother, stepsister, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, father, stepfather, father-in-law, mother, stepmother, mother-in-law, niece by blood or by marriage, or nephew by blood or by marriage.

ARTICLE V – MEETINGS OF DIRECTORS

SECTION 1 – Regular Meetings

Regular meetings of the Board shall be held at such date and time as the Board may provide by resolution, provided that no less than one meeting shall be held each calendar quarter.

SECTION 2 – Special Meetings

Special meetings of the Board may be called by the President or by any three directors, and it shall be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the directors calling the meeting shall fix the date and time for the holding of the meeting.

SECTION 3 – Notice of Directors' Meetings

Written notice of the time, place and purpose of any Special Meeting of the Board shall be delivered to each director not less than five days previous thereto either in person, by mail, or electronic transmission by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President, or the directors calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his/her address as it appears on the records of the Co-op, with postage thereon prepaid. If electronically transmitted, such notice shall be deemed to be delivered when electronically sent to the director at the director's electronic mail address shown in the records of the Co-op. Notice of such meeting may be waived in writing.

SECTION 4 – Quorum

A majority of the Board shall constitute a quorum, provided, that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent directors of the date and time of such adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

ARTICLE VI – OFFICERS

SECTION 1 – Number

The officers of the Co-op shall be a President, Vice President, Secretary, and Treasurer. The offices of Secretary and Treasurer may be held by the same person.

SECTION 2 – Election and Term of Office

The officers shall be elected by ballot, annually, by and from the Board at the next regular meeting of the Board held after the Annual Meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as 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 a qualified successor has been elected. 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 Directors

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 percent of the members, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten days prior to the Board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against an officer shall have the same opportunity. In the event the Board does not remove such officer, the question of the 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 or 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/her inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned by the Board of Directors.

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 or the 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 the inspection of any member) and at the expense of the Co-op forward a copy of the Bylaws and of all amendments thereto to each member; and

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

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 monies due and payable to the Co-op and for the deposit of all such monies 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 him/her by the Board.

SECTION 8 – Manager

The Board of Directors shall have power to employ a manager, define his/her duties, fix his/her compensation and to dismiss him/her with or without cause at any time. The manager shall have charge of the business of the Cooperative under the direction of the Board of Directors. He/she shall not be required to be a member of the Cooperative.

SECTION 9 – Bonds of Officers

The Treasurer and any other officer or agent of the Co-op charged with the responsibility for the custody of any of its funds or property shall give bond 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.

SECTION 10 – Compensations

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 directors and close relative of directors.

SECTION 11 – Reports

The officers of the Co-op shall submit at each Annual Meeting of the members reports covering 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 CORPORATION

SECTION 1 – Interest or Dividends on Capital Prohibited

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

SECTION 2 – Patronage Capital in Connection with Furnishing Communication Service

In the furnishing of communication service, the Cooperative's operations shall be so conducted that all members will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis the Cooperative is obliged to account on a patronage basis, to all its members for all amounts received and receivable, both directly and indirectly from the furnishing of communication service. All such amounts (net proceeds) in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the members as capital. This capital shall be distributed to the members as follows:

(a) By allocation of credits into a capital account for each member. The method of allocating such credits shall conform to generally accepted practices of telecommunications cooperatives. The specific methodology used will consider the sources of such receipts with consideration given to the measurement of both direct and indirect receipts.

(b) The books and records of the Cooperative shall be set up and kept in such a manner that at the end of the fiscal year the amount of capital, if any, furnished by each member is clearly reflected and credited in appropriate separate capital accounts for each activity of each member. The Cooperative shall within a reasonable time after the close of the fiscal year, notify each member of the amount of capital so credited to the member's account. The individual capital accounts shall be maintained in a manner so that the capital furnished relative to the furnishing of communication services can be distinguished from the allocation of capital derived from non-operating and other income. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so, and the member had then furnished the Cooperative corresponding amounts for capital.

(c) All other amounts received by the Cooperative from its operations in excess of costs and expenses may, insofar as permitted by law be:

(1) Used to offset any activity's losses incurred during the current or any prior fiscal year; and,

(2) To the extent not needed for that purpose, allocated to its members on a patronage basis, and any amount so allocated shall be included as a part of the capital credited to the accounts of members; or

(3) To establish permanent operating reserves, as herein provided.

(d) The total of the members' capital credits shall be apportioned among the several members on the basis of their respective patronage of this Cooperative, and may be apportioned on the basis of their respective patronage of, and the net proceeds resulting from, the operations of the various pools or departments of this Cooperative and from the various kinds, qualities, and values of products for service or equipment.

(e) In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro-rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to members' accounts 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 and may include the retirement of capital furnished from non-operating and other income on a cycle basis different from the retirement of capital furnished relative to communication services.

(f) Capital credited to the account of each member shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in

occupancy in all or in part of such member's premises served by the Cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise.

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

(h) The members of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each member, and both the Cooperative 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.

(i) Regardless of statute of limitations or other time limitation, the Cooperative may recoup, offset, or set off any amount owed to the Cooperative by a member prior to payment of capital credits to the member.

ARTICLE VIII – DISPOSITION OF PROPERTY

The Co-op may not sell, mortgage, lease, or otherwise dispose of or encumber all 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 three-fourths 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 of Directors of the Co-op 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 or all of 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 disposition of income therefrom, all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Co-op to the United States of America or any instrumentality or agency thereof; provided further that the Board may upon the authorization of a majority of those members of the 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 coop or foreign corporation doing business in this state pursuant to the Act under which this Co-op is incorporated.

ARTICLE IX – SEAL

The Corporate seal of the Co-op shall be in the form of a circle and shall be inscribed thereon the name of the Co-op and the words "Corporate Seal of South Dakota."

ARTICLE X – FINANCIAL TRANSACTIONS

SECTION 1 – Contracts

Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Co-op and such authority may be general or confined to specific instances.

SECTION 2 – Check, Drafts, Etc.

All checks, drafts, or other order 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.

SECTION 4 – Fiscal Year

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

ARTICLE XI – MISCELLANEOUS

SECTION 1 – Membership in Other Organizations

The Cooperative may become a member of or purchase stock in any other cooperative association complying with

the cooperative law of the State of South Dakota, upon the affirmative vote of a majority of the Board.

SECTION 2 – Waiver of Notice

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

SECTION 3 – 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 Cooperative.

SECTION 4 – Accounting System and Reports

The Board shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws, 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 RUS of the United States of America. 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 condition of the Cooperative as of the end of such fiscal year. Such reports shall be submitted to the members at the next following Annual Meeting.

ARTICLE XII – AMENDMENTS

SECTION 1 – By Members

These Bylaws may be altered, amended or repealed by a majority vote of the members voting and attending any Regular or Special Meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal.

SECTION 2 – By Directors

The Board of Directors may amend Article I, IV, and VII provided that the alterations, amendments or repeal be reported at the next regular member meeting.

STATEMENT OF NON-DISCRIMINATION

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

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(1) mail:

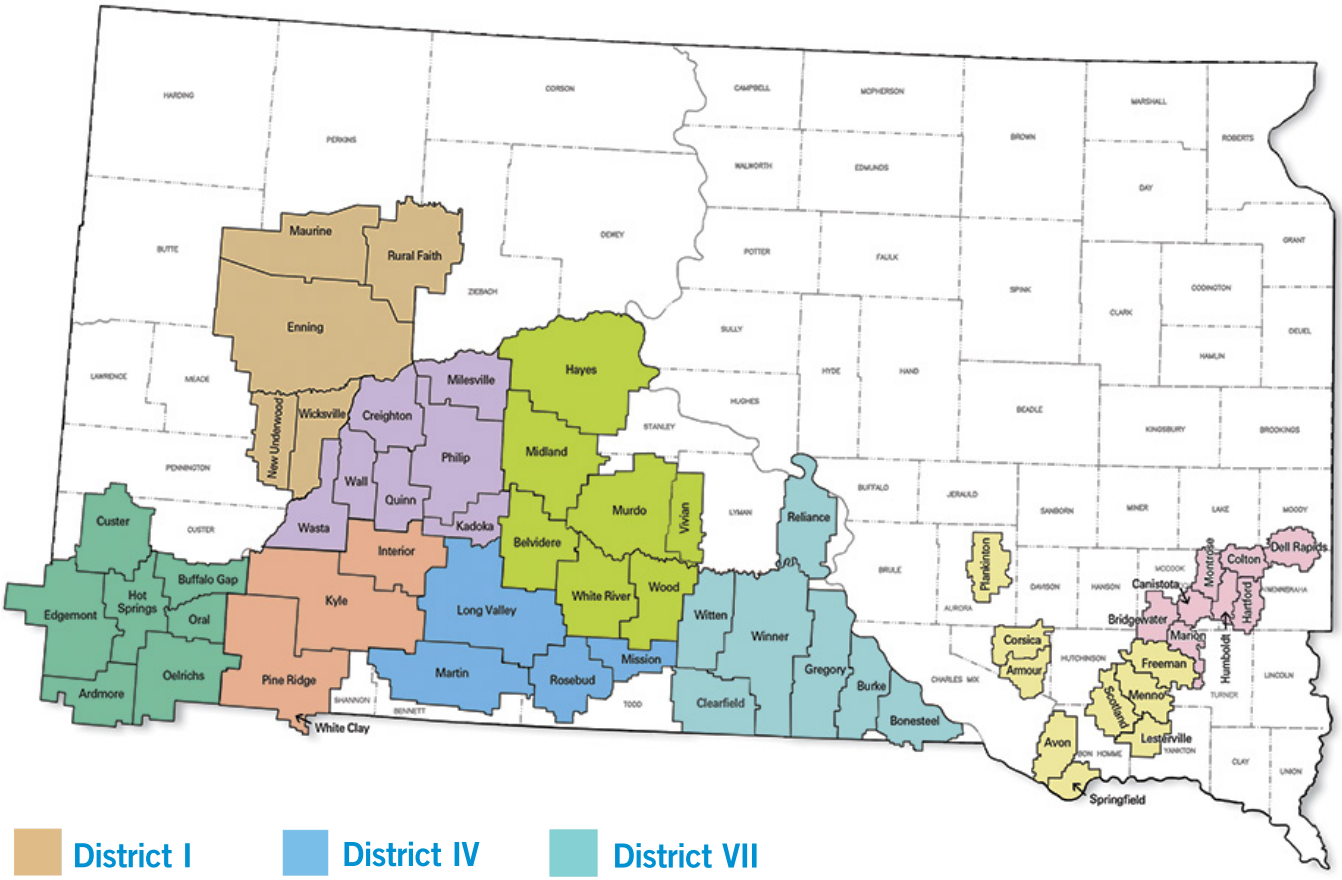
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Mail Stop 9410
Washington, D.C. 20250-9410

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

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DIRECTOR DISTRICTS



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District II
District III
District IV
District V
District VI
District VII
District VIII
District IX

Visit goldenwest.com/board for a list of current board members.

HEADQUARTERS:

415 Crown St | PO Box 411 | Wall, SD 57790

AREA OFFICES:

525 E Fourth St | Dell Rapids, SD 57022
116 N Main Ave | Hartford, SD 57033
1510 National Ave | Hot Springs, SD 57747
883 E Second St | PO Box 289 | Mission, SD 57555
85 E Main St | PO Box 299 | Pine Ridge, SD 57770

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