Bylaws of Hardy Telecommunications, Inc.

ARTICLE I
MEMBERSHIP

SECTION 1.1. Eligibility. Any person, firm, association, corporation, or body politic or subdivision thereof will become a member of Hardy Telecommunications, Inc. (hereinafter called the "Cooperative") upon receipt of telecommunications or information services from the Cooperative within West Virginia. Membership is automatic and instantaneous upon receipt of service; however, each member shall:

(1) Make a written application for membership for the Cooperative's records;

(2) Agree to purchase services from the Cooperative in accordance with established tariffs, as well as pay other charges for services that the member uses and the Cooperative is obligated by law or contract to collect;

(3) Agree 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; and

(4) Pay any membership fee as hereinafter may be specified.

The status of all memberships shall be as reflected upon the books of the Cooperative and no membership certificates will be issued.

SECTION 1.2. Definition And Classifications.

(a) Membership in the Cooperative is effected by:

(1) Providing a continuing monthly telecommunications services and/or information services revenue stream for the Cooperative.

The Board will determine the types and amounts of revenue streams that give rise to the privileges and obligations of membership.

(b) The Cooperative may have one or more classes of members to accommodate the various types of services. If the Cooperative has more than one class of membership, the definitions, the types, the qualifications and rights of each class shall be determined by the Board and set forth in these Bylaws.

(c) Exchange and interexchange carriers who participate with the Cooperative in the provision of telecommunications or information services to members are neither members nor patrons by virtue of division of revenue contracts.

(d) Each time-sharing or interval ownership is considered as a single corporate member. The owner of seasonal, recreational and short-interval rental properties will be deemed to hold the membership.

No member may hold more than one membership of each class in the Cooperative. No membership in the Cooperative shall be transferable, except on the books of the Cooperative and as provided for in these Bylaws.

All memberships in the Cooperative are extended only to individual persons (natural or corporate) who apply and pay for Cooperative services. Memberships formerly issued to husbands and wives, previously referred to as joint memberships, will be allowed to continue. However, no new joint memberships will be established. Individual memberships will be freely transferable on the books of the Cooperative between any persons in the same household or corporation upon request in writing. A member may appoint any adult residing in the same household at the same address or working at the corporate address to exercise the voting privileges of the membership, with said appointment to be evidenced by a notarized document. Thus, the term "member" as used in these Bylaws shall refer to an individual but can, on a grandfathered basis, be deemed to include a husband and wife still 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:

(1) 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;

(2) The vote of either separately or both jointly shall constitute one joint vote;

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

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

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

(6) Withdrawal of either shall terminate the joint membership;

(7) Either, but not both, may be elected or appointed as an officer or board member if individually qualified;

(8) Upon the death of either spouse who is a party to the joint membership, such membership shall be converted to an individual membership. However, the estate of the deceased shall not be released from any debts due the Cooperative.

SECTION 1.3. Membership Fees. The membership fee, if any, shall be determined by the Board at a uniform amount and set for each class of membership. The Board may dispense with the initial payment of a membership fee, allowing the amount of such membership fee to be taken from the first capital credits accruing to the member's account.

SECTION 1.4. Purchase of Services. Each member shall, as soon as service is available, take service from the Cooperative. The member shall pay thereafter monthly at rates in accordance with either established tariffs as fixed by the Board, or, for the services rendered by other carriers, at the rates which the Cooperative is obliged to bill and collect by contractual arrangements with other carriers. It is expressly understood that amounts received by the Cooperative for all services in excess of cost are furnished by members as capital, and each member shall be credited with the capital so furnished as provided in these Bylaws. However, the Cooperative is not obligated to furnish such credits for services which are not billed and collected by the Cooperative, even when such services are partially rendered over the facilities of the Cooperative. Each member shall also pay the above amounts owed by him to the Cooperative as and when the same shall become due and payable.

SECTION 1.5. 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 2/3 of all the members of the Board, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws, or rules and regulations adopted by the Board, but only if such member shall have been given notice by the Cooperative that such failure makes him liable to expulsion and such failure shall have continued for at least ten (10) days after such notice was given. Any expelled member may be reinstated by vote of the Board or by vote of the members at any annual or special meeting.
(b) Upon the withdrawal, death, cessation of service or expulsion of a member, the membership of such member will thereupon terminate and will be so recorded on the books of the Cooperative. Termination of membership in any manner shall not release a member or his estate from any debts due the Cooperative.
(c) In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of any membership fee credited to the member's account, provided, however, that the Cooperative shall deduct from the amount of the membership fee, the amount of any debts or obligations owed by the member to the Cooperative.

ARTICLE II
RIGHTS AND LIABILITIES OF THE COOPERATIVE AND THE MEMBERS

SECTION 2.1. Service Obligations.
(a) The Cooperative will use its best efforts 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 individual member.
(b) The members pledge to purchase all services from the Cooperative to the extent that its services are able to meet the members' needs and are competitively priced.

SECTION 2.2. Cooperation Of The Members In The Extension Of Services.
The cooperation of members of the Cooperative is imperative to the successful, efficient and economical operation of the Cooperative. Members who are receiving or who are requesting service shall be deemed to have consented to the reasonable use of their real property to construct, operate, maintain, replace or enlarge telephone and/or communications lines, overhead or underground, including all conduit, cables, wires, surface testing terminals, markers and other appurtenances under, through, across, and upon any real property or interest therein owned or leased or controlled by said member, at no cost to the Cooperative. When requested by the Cooperative, the member does agree to execute any easement or right-of-way contract on a form to be furnished by the Cooperative.

SECTION 2.3. Nonliability For Debts Of The Cooperative. The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

SECTION 2.4. Property Interest Of Members. Upon dissolution, after:
(1) All debts and liabilities of the Cooperative shall have been paid;

(2) All capital furnished through patronage shall be retired as provided in these bylaws; and
(3) All membership fees shall have been repaid, the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion to the ratio that the unretired capital credits of each bear to the total unretired capital credits of all such members and such former members on the date of dissolution unless otherwise provided by law.

ARTICLE III
MEETINGS OF MEMBERS

SECTION 3.1. Annual Meeting. The annual meeting of the members shall be held at a date and place within the State as selected by the Board and which shall be designated in the Notice of the Meeting for the purpose of announcing the results of elections of Board members, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative nor affect the validity of any corporate action.

SECTION 3.2. Special Meetings. Special meetings of the members may be called by resolution of the Board, or upon a written request signed by any three (3) Board members, by the President, or by not less than ten (10%) percent of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within one of the counties served by the Cooperative as designated by the Board and shall be specified in the Notice of the Special meeting.

SECTION 3.3. Notice Of Members' Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or 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 mailed with first-class postage not less than fifteen (15) days nor more than forty-five (45) 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 U.S. Mail, addressed to the member at the address appearing on the records of the Cooperative, with postage thereon prepaid. 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.

SECTION 3.4. 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. Notice of the adjourned meeting shall be given by the President in any media of general circulation or broadcast serving the area.

SECTION 3.5. Quorum. Business may not be transacted at any meeting of the members unless there are present in person or by proxy at least fifty (50) members or one-half of one percent (1/2%) of the then total members of the Cooperative, whichever is greater, except that, if less than a quorum is present at any meeting, a majority of those present in person 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 such adjourned meeting by delivering notice thereof as provided in Section 3.3. At all meetings of the members, whether a quorum be present or not, the Secretary shall affix to the meeting minutes, or incorporate therein by reference, a list of those members who were registered as present in person and who were registered as present by proxy.

SECTION 3.6. Credentials and Election Committee. The Board of Directors shall, at least ten (10) days before any meeting of the members or the deadline to submit a mailed ballot for a contested election of directors, appoint a credentials and election committee consisting of an uneven number of Cooperative members – not less than three (3), not more than seven (7) - who are not existing Cooperative employees, agents, officers, directors or known candidates for director, and who are not close relatives (as hereinafter defined) or members of the same household thereof. The Committee may elect its own Chairman and Secretary prior to the member meeting. It shall be the responsibility of the Committee to establish or approve the manner of conducting member registration and any ballot or other voting, to pass upon all questions that may arise with respect to the registration of members in person, or by proxy, to count all ballots or other votes cast in any election or in any other matter, to rule upon the effect of any ballots or other vote irregularity or indecisively marked or cast, to rule upon all other questions that may arise relating to member voting and the election of directors (including but not limited to the validity of petitions of nomination or the qualification of candidates and the regularity of the nomination and election of directors), and to pass

upon any protest or objection filed with respect to any election or to conduct affecting the results of the election. In the exercise of its responsibility, the Committee shall have available to it the advice of counsel provided by the Cooperative. In the event a protest or an objection is filed concerning any election, such protest or objection must be filed during, or within three (3) business days following the adjournment of, the meeting at which the results of a contested election of directors are announced. The Committee shall thereupon be reconvened, upon notice from its Chairman, within seven (7) business days after such protest or objection is filed. The Committee shall hear such evidence as presented by the protestor(s) or objector(s), who may be heard in person, by counsel, or both, and any opposing evidence; and the Committee, by a vote of a majority of those present and voting, 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 Committee may not affirmatively act on any matter unless a majority of the Committee is present. The Committee's decision (as reflected by a majority of those actually present and voting) on all matters covered by this section shall be final.

SECTION 3.7. Voting. Each member shall be entitled to only one (1) vote upon each matter submitted to a vote at a meeting of the members or in a contested election of directors, with the exception that members who are also direct competitors in the furnishing of telecommunications and/or information services shall not be entitled to a vote or to voice their views at any meeting of the members or in any contested election of directors. All issues with respect to voting shall be governed according to the latest edition of Robert's Rules of Order unless otherwise specified by law or the Articles of Incorporation. Voting by members other than members who are natural persons shall be allowed upon presentation to the Cooperative, prior to a contested election of directors and/or each member meeting, satisfactory evidence entitling the person presenting the same to vote. All questions shall be decided by a vote of a majority of the members voting thereon in person or by proxy except as otherwise provided by law, the Articles of Incorporation, or these Bylaws.

SECTION 3.8. Proxies. For any contested election of directors held prior to the annual meeting, at any meeting of the members or any adjournment thereof, any member, including members who are not natural persons, may vote by proxy, but only if such proxy:

(1) Is registered with the Cooperative at its Lost River office on Kimseys Run Road or its Moorefield office on Main Street during office hours on or before fourteen (14) calendar days next preceding the date of the meeting, or any adjournment thereof, as the case may be. Proxies mailed to the Cooperative at either office must be received at least fourteen (14) calendar days next preceding the date of the meeting or any adjournment thereof, as the case may be. The Cooperative will mail to each member together with the notice of the meeting a proxy form with the member's name, address, and account number preprinted on it. This shall be the only proxy that will be accepted; and

(2) Is executed by the member in writing and designates the name holder thereof (and, if the member so desires an alternate name holder thereof and/or conferring upon the holder(s) full power of substitution), which holder(s) (or substitute(s), if any) shall be the member's spouse, an adult (18 years or older) residing in the same household as the member, or another member who is a natural person (except that the natural person holding the proxy of a member who is not a natural person need not himself be a member); any proxy received by the Cooperative that omits the name of a holder may be assigned to a named holder by the Board of Directors; and

(3) Specifies the particular contested election of directors, meeting and/or any adjournment thereof at which it is to be voted. Any proxy, valid for any contested election of directors and at any meeting, shall be valid at any adjournment thereof. A proxy may be unlimited as to the matters on which it may be voted or it may be restricted; a proxy containing no restriction shall be deemed to be unlimited. Voting for contested election of directors may take place by mailed ballot; if necessary, ballots by proxy must be voted at Hardy's Lost River or Moorefield office at a designated date and time to be communicated to each proxy. The presence in person of a member at a meeting or any adjournment thereof shall revoke any proxy theretofore executed by him for such meeting or for such adjournment thereof, as the case may be, and he shall be entitled to vote in the same manner and with the same effect as if he had not executed a proxy. A person entitled under this Section may vote as proxy for no more than five (5) members on any matter, except as may be hereinafter limited or prohibited in these bylaws.

SECTION 3.9. 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 conducted under policies established by the Board and under an agenda 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 timely publication or mailing thereof, or the waiver or waivers of Notice of Meeting, as the case may be.

(3) Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon unless minutes presented for approval shall have been furnished by a timely mailing or have been distributed at the meeting to all active members present. In such case, the President may entertain a motion from the floor to dispense with the reading of such minutes.
(4) Audit report of outside auditors, or, a summary thereof.
(5) Announcement of results of Election of Board members.
(6) Presentation and consideration of reports of officers, trustees, and committees.
(7) Unfinished business.
(8) New business.
(9) Adjournment.

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

ARTICLE IV
BOARD MEMBERS

SECTION 4.1. General Powers. The business and affairs of the Cooperative shall be managed by a Board of Directors consisting of nine (9) members which shall exercise all of the powers of the Cooperative except such powers as are by law, reserved to or conferred upon the members by the Articles of Incorporation, or these Bylaws.

SECTION 4.2. Election Process And Tenure Of Office. Directors shall be elected by secret ballot by mail or digitally online prior to the annual meeting when there is competition for the Board seat(s) to be filled. They shall be elected by and from the members to serve a three (3)-year term, or until their successors shall have been elected and shall have qualified, and that the terms of the directors shall be staggered to ensure continuity. If an election of directors shall not be held on the day designated herein for the annual meeting or at any adjournment thereof, a special meeting of the members shall be held for the purpose of electing directors at a reasonable time thereafter. Directors shall be nominated and elected as provided hereinafter.

The Cooperative is divided into three (3) service areas, namely Lost River (comprised of the Lost River and Capon magisterial districts in Hardy County), South Fork (comprised of the South Fork magisterial district in Hardy County); and Moorefield (comprised of the Moorefield and Old Fields magisterial districts in Hardy County). Two (2) Directors shall be elected from the Lost River service area from Hardy County, two (2) Directors shall be elected from the Moorefield service area from Hardy County, one (1) Director shall be elected from the South Fork service area from Hardy County, and two (2) Directors shall be elected at large from Hardy County. Members shall be eligible to vote for every director.

SECTION 4.3. Qualifications To Be Nominated, To Become, Or Remain A Director. Any member shall be eligible to be nominated, elected and remain a Director of the Cooperative who:

(1) Is at least twenty-one (21) years of age.
(2) Resides in the exchange service area from which he or she is elected, excepting at-large positions.
(3) Is NOT an employee of the Cooperative or in any way financially interested in a competing enterprise or a business engaged in selling communication services or communication supplies or maintaining communication facilities, within the exchange service areas of the Cooperative.
(4) Is NOT closely related to an incumbent Director or an employee of the Cooperative. As used here, “closely” related means a person who is either a spouse, child, grandparent, parent, brother, sister, aunt or uncle, by blood or in-law, of the principal. However, no incumbent Director shall lose eligibility to remain a Director or to be reelected as a Director if he becomes or was at the time of adopting these Bylaws a close relative of another incumbent director or of a Cooperative employee because of a marriage to which he was not a party; neither shall an employee lose eligibility to continue in the employment of the Cooperative if he or she becomes a close relative of a Director because of a marriage to which he or she was not a party.

To remain a Director, the incumbent must attend two-thirds (2/3) or more of the regular meetings during each twelve (12)-month period beginning with the month of his/her election. 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.

Nothing in this Section shall affect in any manner whatsoever, the validity of any action taken at any meetings of the Board.

SECTION 4.4 NOMINATIONS. It shall be the duty of the Board to appoint, not less than thirty (30) calendar days nor more than ninety (90) calendar days before the date of a meeting of the members at which Board Members are to be elected, a committee on nominations consisting of not less than three (3) nor more than seven (7) members. At least one (1) member of the committee shall be selected from each exchange service area where a Director is to be elected. No member of the Board, close relative of a Board member or employee may serve on such committee. The committee shall prepare and post at the principal office of the Cooperative at least forty (40) calendar days before the meeting, a list of nominations for Board members which shall include as many nominees for each Board position as the committee deems desirable. The Secretary shall be responsible for mailing with a Notice of the Meeting, at least fifteen (15) calendar days before the date of the meeting, a statement of the number of Board members to be elected and the names and addresses of the candidates nominated by the committee on nominations. Any fifteen (15) or more members acting together may make other nominations for each Board position by petition and the Secretary shall post such nominations at the same place where the list of nominations made by the committee is posted. Nominations made by petition, if any, must be received no later than fifteen (15) days after the posting of nominations at the principal office of the Cooperative in order to be valid and be included on the official ballot. Nominations made by petition received more than fifteen (15) days after the posting of nominations by the committee on nominations shall not be considered. Such ballot shall arrange the names of the candidates by exchange service areas and Board position and shall also designate the candidates nominated by the committee and those nominated by petition, received within fifteen (15) days after the posting of nominations by the Nominations Committee.

SECTION 4.5. Election Of Directors. Contested elections of Directors shall be by a form of printed or digital ballot prior to the annual meeting. The printed ballot shall be mailed with first-class postage not less than fifteen (15) days nor more than forty-five (45) 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 ballot shall be deemed to be delivered when deposited in the U.S. Mail, addressed to the member at the address appearing on the records of the Cooperative, with postage thereon prepaid. The mailing also shall include a postage-paid return envelope for the return of said completed ballot. Voting will not take place in person. The incidental or unintended failure of any member to receive the ballot for election of Directors shall not invalidate any election result voted by the members. The ballot shall list the names of the candidates nominated by the committee and by petition with such names arranged by service areas.

Each member of the Cooperative, by vote or by proxy, shall be entitled to vote for one (1) candidate from each district from which a director is to be elected. The candidate from each service area from which a director is to be elected receiving the majority of votes cast for that office shall be declared elected as a Director. Failure of an election for a given year shall allow the incumbent Directors whose directorships would have been voted on to hold over only until the next member meeting at which a quorum is present. Election of Directors shall take place on one ballot. The results of any election of Directors will be announced at the annual meeting.

SECTION 4.6. Removal Of Board Member By Members And Resignations. Any member may bring charges, relating to the duties and responsibilities of his position, against a Board member and, by filing with the secretary such charges in writing together with a petition signed by at least ten (10) percent of the members, may request the removal of such Board member by reason thereof. Such Board member shall be informed in writing of the charges at least thirty (30) 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 to present evidence in respect to the charges; and the member or members bringing the charges against him shall have the same opportunity. The question of the removal of such Board member shall be considered and voted upon at the meeting of the members. No Director shall be removed from office unless by a vote of two-thirds (2/3) of the members present.

A Director may resign at any time by written notice delivered to the Board of Directors, the President or Secretary of the Cooperative. A resignation is effective when the notice is delivered unless the notice specifies a future date. The pending vacancy may be filled before the effective date but the successor shall not take office until the effective date.

SECTION 4.7. Vacancies. Subject to the provisions of these Bylaws with respect to the filling of vacancies caused by the removal of Board members by the members, a vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Board members for the unexpired portion of the term.

However, any successor chosen by the Board must reside in the same exchange service area as the vacant directorship and have the same qualifications for office as set forth in Section 4.3.

SECTION 4.8. Compensation. Board members shall, as determined by resolution of the Board, receive a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences, and training programs or performing committee assignments when authorized by the Board. If authorized by the Board, 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.

SECTION 4.9. Rules, Regulations, Rate Schedules And Contracts. The Board of Directors shall have power to make, adopt, amend, abolish and promulgate such rules, regulations, rate classifications, rate schedules, contracts, security deposits and any other types of deposits, payments or charges, including contributions in aid of construction, not inconsistent with law or the Certificate of Incorporation or Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative or, cause such to be submitted for any appropriate regulatory approval.

SECTION 4.10. Accounting Systems And Reports. The Board of Directors shall cause to be established and maintained a complete accounting system of the Cooperative's financial operations and condition, and shall, after the close of each fiscal year, cause to be made a full, complete and independent audit of the Cooperative's accounts, books and records reflecting financial operations during, and financial condition as of the end of, such year. A full and accurate summary of such audit reports shall be submitted to the members at or prior to the succeeding annual meeting of the members. The Board may authorize special audits, complete or partial, at any time and for any specified period of time.

ARTICLE V
MEETINGS OF THE BOARD

SECTION 5.1. Regular Meetings. A reorganization meeting of the Board shall be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the Board shall be held monthly at such time and place as designated by the Board. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof. A minimum of at least ten (10) regular meetings shall be held each year. In person attendance at Board meetings, regular or special, is the most desired method of conducting such meetings; however, when in person attendance is not feasible or cannot be done safely, then meetings may be conducted utilizing communications equipment that has both audio and video capabilities.

SECTION 5.2. Special Meetings. Special meetings of the Board may be called by the President or by any three (3) Board members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or Board members calling the meeting shall fix the time and place for the holding of the meeting.

SECTION 5.3. Notice Of Board Meeting. Written notice of the time, place (or telecommunications conference event) and purpose of any special meeting of the Board shall be delivered to each Board member either personally, by U.S. Mail, or electronically, or at the direction of the secretary, or upon default in duty by the Secretary, by the President or one of the Board members calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail, addressed to the Board member at his address as it appears on the records of the Cooperative, with first-class postage thereon prepaid, at least three (3) days before the date set for the meeting. If sent electronically, such notice shall be deemed to be delivered when sent to the Board member at his electronic address as it appears on the records of the Cooperative, at least three (3) days before the date set for the meeting.

SECTION 5.4. Quorum. A majority of the Board shall constitute a quorum, provided, that if less than such majority of the Board is present at said meeting, a majority of the Board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent Board members of the time and place of such adjourned meeting. The act of a majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise provided in these Bylaws, Board members may not vote by proxy at regular or special Board meetings.

SECTION 5.5. Unanimous Consent In Writing. Unless otherwise prohibited by law, Board actions may be taken without a meeting and without a vote if unanimous consent of the Board is obtained in writing setting forth the action taken in detail and the document is signed by all Board members entitled to vote.

ARTICLE VI
OFFICERS

SECTION 6.1. Number And Titles. The officers of the Cooperative shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be determined by the Board from time to time. The officers of secretary and treasurer may be held by the same person.

SECTION 6.2. Election And Term Of Office. The officers shall be elected by ballot, if there is a contest, and if not, by voice vote or any other method designated by the person presiding. They shall be elected annually by and from the Board, at the meeting of the Board held immediately after the annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as 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 successor shall have been elected and shall have qualified. Except as otherwise provided in these Bylaws, a vacancy in any office shall be filled by the Board for the unexpired portion of the term.

SECTION 6.3. Removal Of Officers And Agents By The Board. Any officer or agent elected or appointed by the Board may be removed by the Board for cause related to position whenever in its judgment the best interests of the Cooperative will be served thereby. The officer against whom such charges have been brought shall be informed in writing of the charges at least thirty (30) 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 him shall have the same opportunity.

SECTION 6.4. President. The President shall:
(1) Be the principal executive officer of the corporation and unless otherwise determined by the members or the Board, shall preside at all meetings of the members and the Board;
(2) Sign any deeds, mortgages, deeds of trust, notes, bonds, contracts, or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and
(3) 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 6.5. 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 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 6.6. Secretary. The Secretary shall be responsible for:
(1) Keeping the minutes of the meetings of the members and of the Board in books prepared for that purpose;
(2) Seeing that all notices are duly given in accordance with these Bylaws or as required by law;
(3) The safekeeping of the corporate books and records and the Seal of the Cooperative and affixing the Seal of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these Bylaws;
(4) Keeping a register of the names and post office addresses of all members;
(5) Keeping on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Cooperative containing all amendments thereto and at the expense of the Cooperative, furnishing a copy of these Bylaws and of all amendments thereto to each member; and
(6) In general perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him by the Board.

SECTION 6.7. Treasurer. The Treasurer shall be responsible for:
(1) Custody of all funds and securities of the Cooperative;
(2) The receipt of and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these Bylaws; provided, however, that the Treasurer shall have authority, with the approval of the Board, to delegate to the General Manager the authority to appoint employees of the Cooperative to actually carry out the responsibilities set forth in this Section; and

(3) The general performance of all the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to him by the Board; provided, however, with respect to the duties and responsibilities of the Treasurer, the Cooperative shall indemnify and hold the Treasurer harmless against any and all losses, claims, and/or damages which may be asserted against the Treasurer, in his official capacity, unless such claim is a result of an act personally committed by the Treasurer resulting in loss to the Cooperative.

SECTION 6.8. General Manager. The Board shall appoint a general manager who may be, but who shall not be required to be, a member of the Cooperative. The General Manager shall perform such duties as the Board may from time to time require and shall have authority as the Board may from time to time vest in him.

SECTION 6.9. Bonds. The Board may require the Treasurer and any other officer, agent or employee of the Cooperative charged with responsibility for the custody of any of its funds or property to give bond in such sum and with such surety as the Board shall determine. The Board in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine. The costs of all such bonds shall be borne by the Cooperative.

SECTION 6.10. Compensation. The powers, duties and compensation of officers, agents and employees shall be fixed or approved by the Board, subject to the provisions of these Bylaws with respect to compensation for close relatives of Directors.

SECTION 6.11. Reports. The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII
INDEMNIFICATION OF OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS

SECTION 7.1. Scope Of Indemnification. The Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of the Cooperative) by reason of the fact that such person is or was a Board member, officer, employee or agent of the Cooperative or who is or was serving at the request of the Cooperative as a Board member, officer, employee or agent of another cooperative, association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) adjustments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding; provided such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon pleas of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct of such person was unlawful.

SECTION 7.2. Indemnification For Good Faith Action. The Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending or completed action or suit by, or in the right of, the Cooperative to procure a judgment in its favor by reason of the fact that such person is, or was, a Board member, officer, employee or agent of the Cooperative, or is, or was, serving at the request of the Cooperative as a Board member, officer, employee or agent of another cooperative, association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith, and in a manner such person reasonably believed to be in or not opposed to the best interests of the Cooperative. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of the duty of such person to the Cooperative, unless, and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity of such expenses as the court shall deem proper.

SECTION 7.3. Cost Of Defense Indemnified. To the extent that a Board member, officer, employee or agent of the Cooperative has been successful, on the merits or otherwise, in the defense of any action, suit

or proceeding referred to in Sections 7.1. and 7.2. in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection therewith.

SECTION 7.4. Amount of Indemnification. Any indemnification under Sections 7.1. and 7.2. (unless ordered by a court) shall be made by the Cooperative only as authorized in the specific case, upon a determination that indemnification of the Board member, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 7.1. and 7.2. Such determination shall be made:

(1) By the Board by a majority vote of a quorum consisting of Board members who were not parties to such action, suit or proceedings; or

(2) If such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Board members so directs, by independent legal counsel in a written opinion; or

(3) By the members.

SECTION 7.5. Expenses Advanced. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Cooperative in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Board member, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Cooperative as authorized in this Article.

SECTION 7.6. Rights Of Persons Indemnified. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested Board members, or otherwise, both as to action in his 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 Board member, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7.7. Insurance Coverage. The Cooperative may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, employee or agent of the Cooperative or who is or was serving at the request of the Cooperative as a Board member, officer, employee or agent of another cooperative, association, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of the status of such person as such, whether or not the Cooperative would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE VIII
NON-PROFIT OPERATION

SECTION 8.1. Interest Or Dividends On Capital Prohibited. The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

SECTION 8.2. Patronage Capital In Connection With Furnishing Telecommunication and Information Services. In the furnishing of telecommunication and information services, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to insure that the Cooperative will be operated on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of telecommunication and information services in excess of operating costs and expenses properly chargeable against the furnishing of such services. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account; provided that individual notice of such amounts furnished by each patron shall not be required if the Cooperative notified all patrons of the aggregate amount of such excess and provides a clear explanation of how each patron may compute and determine for himself and herself the specific amounts of capital so credited to him or her. All such amounts credited to the capital account of any patron shall have the same

status as though it had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

The Board of Directors shall have the authority to establish separate allocation pools for separate telecommunications and/or information businesses provided by the Cooperative, at the discretion of the Board of Directors.

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.

All non-operating income shall be used to offset operating losses of the current period or any prior period and to the extent that it is not needed for that purpose, non-operating income may be allocated to the members, based upon the patronage within that year or retained as reserves by the Cooperative, solely within the discretion of the Board of Directors.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative, pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or in part of such patrons' premises served by the types of assignments. Patrons at any time may assign their capital credits back to the Cooperative and the Cooperative is authorized to negotiate capital credit settlement arrangements with bankrupt patrons.

Capital Credits allocated as a result of furnishing telecommunication and information services on the part of the Cooperative will be retired, at the discretion of the Board of Directors, when the financial status of the Cooperative permits the payment of same. The amount to be paid any member at any general retirement will be reduced by the amount of indebtedness owed the Cooperative by the member entitled to receive previously allocated capital credits at any general retirement.

Upon the death of any natural patron, if the personal representative of the estate or the authorized successor of the decedent shall request in writing that the capital credited to such patron be retired prior to the time such capital would be retired in a general retirement cycle, then such capital credits may be paid unto the personal representative of the estate or the authorized successor of the decedent, whose authorization includes the capital credits credited to the decedent as an asset of the decedent’s estate on the next payment date for estates; provided, however, that the financial condition of the Cooperative will not be impaired thereby. There shall be four payment dates for estates in each calendar year, which said dates will be separated by a three month interval. In the case of joint memberships, the death of a natural patron shall be deemed to occur upon the death of the last of the joint members to die. No early estate retirement will take place until such time as the allocation for those time periods prior to the death of the natural member can be determined. Retirements to the personal representative of an estate upon the request therefore will be made through the last calendar year in which credits have been allocated prior to the deceased's death and credits to be allocated to the decedent for the year in which death occurred will not be paid as a condition of the early retirement and any such allocations shall be deemed to be donated capital. The amount to be paid the personal representative will be reduced by the amount of any indebtedness owed the Cooperative on the part of the deceased natural person.

When the capital credits of any patron whose service from the Cooperative has been terminated comes to a total of less than $100, the same may be retired in full with the next general retirement. The amount to be paid to any patron pursuant to this provision will be reduced by the amount of any indebtedness owed the Cooperative on the part of the patron entitled to such payment of capital credits. During a general capital credit retirement, no check shall be issued for less than $1.00 and the amount of such unretired capital credit will be retired in the first following year when the total amount of capital credits qualifying for retirement exceed $1.00, including the amount carried over, unless service to that patron has been terminated.

All tax refunds made by the United States Government or any of its states in conjunction with the final or true cost of service as determined by the capital credits allocation process may be held and used by the Cooperative as furnished patronage capital and shall be treated in the same manner as furnished capital set out in this Section by these Bylaws.

Capital credits owed to former members who cannot be found at the time of payment shall be suspended until the former member can be found or until it can be determined that the former member is deceased and the personal representative of his estate can be identified, or until the time of liquidation of the Cooperative.

The patrons of this 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 with the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this Article of the Bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office or by publication distributed by the Cooperative to its patrons, or by electronically posting on the Cooperative’s website.

SECTION 8.3. Patronage Capital In Connection With Furnishing Other Services. In the event that the Cooperative should engage in the business of furnishing goods or services other than telecommunications

and information services, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods or services shall, insofar as permitted by law, be prorated annually on a patronage basis and returned to those patrons from whom such amounts were obtained at such time and in such order of priority as the Board shall determine.

ARTICLE IX
DISPOSITION AND PLEDGING OF PROPERTY
DISSOLUTION AND DISTRIBUTION OF SURPLUS ASSETS UPON DISSOLUTION

SECTION 9.1. Disposition And Pledging Of Property. The Cooperative may not sell, lease, or otherwise dispose of all or any substantial portion in excess of fifteen percent (15%) of its total assets unless such sale, lease or other disposition is:

(a) Authorized at a meeting of the then-total members by the affirmative vote cast in person, without proxies, of at least two-thirds (2/3) of the total members of the Cooperative, and
(b) Authorized by the holders of at least seventy-five percent (75%) of the outstanding indebtedness of the Cooperative and
(c) Proceeded by a notice of meeting at which such sale, mortgage, lease or other disposition or encumbrance is to be voted on.

Supplementary to the foregoing paragraphs of this Section and any other applicable provisions of law or these Bylaws, no sale, lease, lease-sale, exchange, transfer or other disposition within a single calendar year of physical plant of the Cooperative with net value in excess of fifteen percent (15%) of the Cooperative's total assets, based upon the most recent audit of the Cooperative, shall be authorized except in conformity with the following:

(1) If the Board looks with favor upon any proposal for such sale, lease, lease-sale, exchange, transfer or other disposition, it shall first cause three (3) independent nonaffiliated appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative with respect to such sale, lease, lease-sale, exchange, transfer or other disposition, and as to any other terms and conditions which should be considered. The three (3) independent appraisers shall be designated by the Board.
(2) If the Board after receiving such appraisals (and other terms and conditions which are submitted if any) determines that the proposals should be submitted for consideration by members, it shall first give by notice in appropriate publications for other cooperatively organized entities an opportunity to submit competing proposals. Any interested cooperatively organized entity shall be sent copies of any proposals which the Cooperative has already received and copies of the respective reports of the three (3) appraisers. Such other interested cooperatively organized entities shall be given not less than thirty (30) days during which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in the written notice given to them.
(3) If the Board then determines that favorable consideration should be given to the initial or any subsequent proposal, which has been submitted to it, it shall so notify the members not less than sixty (60) days before noticing a special meeting of the members thereon or, if such be the case, the next annual member meeting, expressing in detail each of any such proposals, and shall call a special meeting of the members for consideration thereof and action thereon, which meeting shall be held not less than ten (10) nor more than thirty (30) days after giving the Notice thereof to the members: provided that consideration and action by the members may be given at the next annual meeting if the Board so determines and if such annual meeting is held not less then ten (10) nor more than thirty (30) days after the giving of notice of such meeting
The provision of (1), (2), (3) above shall not apply to a sale, lease, lease-sale, exchange, transfer or other disposition to one or more telephone cooperatives if the substantive or actual legal elect thereof is to merge or consolidate with such other one or more telephone cooperatives.

SECTION 9.2. Dissolution. The Cooperative may be dissolved by filing, as hereinafter provided, a certificate which shall be entitled and endorsed “Certificate of Dissolution of Hardy Telecommunications, Inc.” and shall state:

(1) Name of the Cooperative, and if such Cooperative is a corporation resulting from a consolidation as herein provided, the names of all the original corporations or cooperatives.
(2) The date of filing of Certificate of Incorporation, and if such Cooperative is a Cooperative resulting from a consolidation as herein provided, the dates on which the Certificates of Incorporation of the original corporations were filed.
(3) That the Cooperative elects to dissolve.

(4) The name and post office address of each of its directors, and the name, title and post office address of each of its officers.

Such Certificate shall be subscribed and acknowledged in the same manner as an original Certificate of Incorporation by the President or a Vice President, and the Secretary or an Assistant Secretary, who shall make and annex an affidavit, stating that they have been authorized to execute and file such certificate by the votes cast in person of at least two-thirds (2/3) of its total membership voting without proxies and that the dissolution has been authorized by at least seventy-five percent (75%) of the holders of the indebtedness of the cooperative.

A Certificate of Dissolution and a certified copy or copies thereof shall be filed in the same place as the original Certificate of Incorporation and thereupon the Cooperative shall be deemed to be dissolved.

Such Cooperative shall continue for the purpose of paying, satisfying and discharging any existing liabilities or obligations and collecting or liquidating its assets, and doing all other acts required to adjust and wind up its business and affairs, and may sue and be sued in its corporate name.

SECTION 9.3. Distribution Of Surplus Assets On Dissolution. Any assets remaining after all debts and liabilities of the Cooperative shall have been paid shall be disposed of pursuant to the provisions of Section 2.4 above: provided, however, that, if in the judgment of the Board the amount of such surplus is too small to justify the expense of making such distribution, the Board may, in lieu thereof, donate or provide for the donation of, such surplus to one or more non-profit charitable or educational organizations that are exempt from federal income tax.

ARTICLE X
SEAL

The Corporate Seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words, “Incorporated 1953”, “Corporate Seal”, “Hardy Telecommunications, Inc.”

ARTICLE XI
FINANCIAL TRANSACTIONS

SECTION 11.1. Contracts. Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative and such authority may be general or confined to specific instances.

SECTION 11.2. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board.

SECTION 11.3. Deposits. All the funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such institutions as the Board may select.

ARTICLE XII
MISCELLANEOUS

SECTION 12.1. Membership In Other Organizations. The Cooperative may become a member or purchase stock in other profit or nonprofit organizations; associations, partnerships or joint ventures when the Board finds that the general or long-term interests of its membership will be served by such investments or participation.

SECTION 12.2. 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 meeting 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 grounds that the meeting has not been lawfully called or convened.

SECTION 12.3. 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 the affairs of the Cooperative.

SECTION 12.4. Accounting Systems And Records. The Board shall cause to be established and maintained a complete accounting system which, among other things, and subject to the applicable rules and regulations of any regulatory body, shall conform to such accounting systems as may from time to time be designated by the administrator of the Rural Electrification Administration of the United States of America or required by other institutions providing financing to the Cooperative. 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 audit reports or summaries thereof shall be submitted to the members at the next following annual meeting.

ARTICLE XIII
AMENDMENTS

These Bylaws may be altered, amended or repealed by the affirmative vote of not less than a majority of the directors in office, at any regular or special Board meeting, but only if the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal, or an accurate summary explanation thereof; provided, however, that the provisions of Section 9.1 relating to a major disposition of the Cooperative's property, and Section 9.2 relating to the dissolution of the Cooperative, may be altered, amended or repealed only by the affirmative vote of not less than two-thirds (2/3) of all current members of the Cooperative voting in person and without proxies.

Adopted: October 6, 1989.

Statement of Nondiscrimination

Hardy Telecommunications, Inc., is the recipient of Federal financial assistance from the Rural Utilities Services, an agency of the U.S. Department of Agriculture. In accordance with Federal law and the U.S. Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of race, color, natural origin, sex, religion, age, or disability (not all prohibited bases apply to all programs).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.