American 2G Cooperative Bylaws

Version 2.23, last edited 2025/07/18

Preamble: Mission and purpose

The mission of American 2G Cooperative (A2GC) is to serve the needs and interests of GSM/2G phone users in the United States of America. A GSM/2G phone user is any person who uses or wishes to use a cellular mobile telephone based on GSM technology, also known as 2G, as opposed to any of the later technologies that are incompatible with traditional GSM/2G handsets.

The specific purpose of A2GC is to further its mission through the following two activities:

Activity 1: operate as a self-standing Mobile Virtual Network Operator (MVNO) that is specifically tailored to GSM/2G users. A self-standing MVNO is one that exists on its own, without being hosted or parented by any of the major nationwide carriers. This MVNO shall hold its own MCC-MNC, issue its own SIM cards (specifically optimized for 2G) with its own IMSIs, and pursue roaming agreements with other networks both domestically and internationally, such that Cooperative members who receive these SIM cards from A2GC can roam with them on whatever commercial GSM/2G networks still exist anywhere in the world.

Activity 2: operate physical GSM cellular phone networks under a spectrum license from FCC anywhere in the country where an opportunity may arise to obtain such a license.

Article I. Membership

Section 1.1. Requirements for membership. Any person, firm, association, corporation, limited liability company, partnership, limited liability partnership or body politic or subdivision thereof may become a member of the American 2G Cooperative, hereinafter called the ‘‘Co-op’’, by:

a) Making a written application for membership therein;

b) Agreeing to purchase cellular telephone services from the Co-op as an end user, as hereinafter specified;

c) Agreeing to comply with and be bound by the Articles of Incorporation and Bylaws of the Co-op, as well as any rules or regulations adopted by the Board of Directors, hereinafter called the ‘‘Board;’’

d) Agreeing to pay the membership fee specified by the Board; and

e) Agreeing to the present composition of the allocation unit(s) specified in Article VII or as specified by the Board;

provided, however, that purchasers of the Co-op’s services at wholesale or otherwise for resale shall not be eligible for membership with respect to such services; and provided further, however, that upon acceptance for membership by the Board, membership shall become effective upon the date of commencement of service. No member may hold more than one membership in the Co-op, and no membership shall be transferable, except as provided in these Bylaws. Membership shall terminate upon disconnection of all service.

Section 1.2. Geographic scope. The geographic scope of the Co-op shall consist of all 50 states, the District of Columbia and all territories of the United States. Members are not required to be U.S. citizens — however, the operating scope of A2GC is limited to USA in the following ways:

a) Every member is expected to provide a mailing address that is served by United States Postal Service, including Post Office boxes and private mailbox services;

b) All fees, tariffs and other charges due to the Co-op shall be paid in U.S. dollars;

c) The Co-op shall only issue mobile telephone numbers that belong to the USA portion of the North American Numbering Plan.

The Co-op is not expected to provide physical cellular network services everywhere in the country — however, prospective members from anywhere in the country are welcome to join in order to enjoy non-physical services of the Co-op, such as roaming MVNO and member-private MSC, or to engage in a venture of extending Co-op services into new territory.

Section 1.3. Membership certificates. Membership in the Co-op shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board. Such certificates shall be signed by the President and the Secretary and the corporate seal shall be affixed thereto. No membership certificate shall be issued for less than the membership fee established by the Board nor until such membership fee has been fully paid. In case a certificate is lost, destroyed or mutilated a new certificate may be issued there for upon such uniform terms and indemnity to the Co-op as the Board may prescribe.

Section 1.4. Membership fee. The membership fee shall be thirty dollars ($30.00) unless and until the Board establishes a different fee. This membership fee shall be paid by each member once upon joining the Co-op, and shall be retained by the Co-op for the duration of his or her membership.

This membership fee is distinct from, and shall not be confused with, the monthly member contribution described in the following section.

Section 1.5. Purchase of services. As soon as the Co-op's roaming-capable GSM Core Network (CN) becomes operational, each member shall subscribe to services of this CN with one or more active SIM cards with associated mobile telephone numbers, and shall pay therefore monthly at rates which shall from time to time be established in tariffs or fixed by the Board. The monthly payment expected from each member shall include that member's share of the fixed operating cost of the CN, as well as fixed operating costs of those physical networks whose continued operation is essential to maintaining the Co-op's good standing with FCC and any other regulatory bodies. This cost component shall be called the monthly member contribution (MMC), and shall be calculated as the fixed (independent of usage) cost of keeping the network operational, divided by the number of contributing members.

It is expressly understood that amounts paid for telecommunications, communications or information service in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in Article VII of these Bylaws. However, the Co-op is not obligated to furnish such credits for services which are not billed and collected by the Co-op. Each member shall pay to the Co-op such minimum amount as specified per month for telecommunications, communications or information service and shall also pay all other amounts owed by him/her to the Co-op as and when the same shall become due and payable.

Section 1.6. 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 of all Directors, expel any member who fails to comply with any of the provisions of the Bylaws, or any rules or regulations adopted by the Board, but only if such member shall have been given written notice by the Secretary that such failure makes him/her liable to expulsion and such failure shall be continued for at least ten 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.

   The membership of a member who has not signed up for cellular telephone services within thirty (30) days after the Co-op's roaming-capable CN becomes operational, or of a member who has ceased to purchase telecommunications, communications or information service from the Co-op, shall be cancelled by resolution of the Board.

b) Upon withdrawal, death, cessation of existence or expulsion of a member the membership of such member shall thereupon terminate, and the membership certificate of such member shall be surrendered forthwith to the Co-op. Termination of membership in any manner shall not release a member or his/her estate from any debts due the Co-op.

c) Upon termination of membership for any reason, the Co-op shall repay to the member the amount of the membership fee. Prior to the repayment of a membership fee paid by the member, the Co-op shall deduct from the amount of such membership fee the amount of any debts owing from the member to the Co-op.

Article II. Rights and Obligations of Members

Section 2.1. Property interest of members. Upon dissolution, after (a) all debts and liabilities of the Co-op shall have been paid, (b) all New Equity Interests have been paid, (c) all capital furnished through patronage shall have been retired as provided in these bylaws, and (d) all membership fees shall have been repaid, the remaining property and assets of the Co-op shall be distributed among the members and former members in the proportion which the aggregate patronage of each member bears to the total patronage of all such members, unless otherwise provided by law.

Section 2.2. Non-liability for debts of the Co-op. The private property of the members shall be exempt from execution or other liability for the debts of the Co-op, and no member shall be liable or responsible for any debts or liabilities of the Co-op.

Section 2.3. Service obligations. The Co-op will use reasonable diligence to furnish adequate and dependable service, but it cannot and does not guarantee uninterrupted services, nor will it always be able to provide every service desired by each individual member.

Section 2.4. Cooperation of members in the extension of services. The cooperation of members of the Co-op is imperative to the successful, efficient, and economical operation of the Co-op. Any member who owns real property in a geographical area where the Co-op holds a valid spectrum license or spectrum lease shall agree to allow the Co-op to construct and operate a cell site on his or her property, at no cost to the Co-op.

Article III. Meetings of Members

Section 3.1. Annual meeting. The annual meeting of the members shall be held in April of each year, at a place of public accommodation in the town of Ramona, California, as shall be designated in the notice of the meeting, for the purpose of electing Directors, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Co-op, nor affect the validity of any corporate action.

Section 3.2. Special meetings. Special meeting of the members may be called by resolution of the Board, or upon written request signed by any two Directors, by the President, or by not less than 200 members or ten per centum of all the members, whichever shall be the lesser, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place that is convenient to organizers of such meeting, as long as an option is provided to participate electronically, as specified in the following section.

Section 3.3. Meetings by telecommunication. Both annual and special meetings of members shall be conducted in such manner that any member who cannot attend physically due to great distance may participate through the use of conference telephone or other communications or information service equipment by means of which all persons participating in the meetings can communicate with each other. Such participation will constitute attendance and presence in person at the meeting of the persons so participating.

Section 3.4. Notice of meetings. Written notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than five days nor more than thirty days before the date of the meeting, by or at the direction of the Secretary, or upon default in duty by the Secretary, by the persons calling the meeting, to each member. Such notice may be given personally, by mail, or by email to those members who have previously provided their email addresses to the Co-op. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the records of the Co-op, with postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent by the computer utilized by the sender to the member's email address as it appears on the records of the Co-op. The failure of any member to receive notice of an annual meeting or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

In 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 adjourned meeting shall be sent to all members by email.

Section 3.5. Quorum. The members, present in-person shall constitute a quorum. The minutes of each meeting shall contain a list of the members present in person.

Section 3.6. Voting. Each member shall be entitled to only one vote upon each matter submitted to a vote at the meeting of the members. Members who are not natural persons may vote upon presentation of satisfactory evidence entitling the person presenting the same to vote. All issues with respect to voting shall be governed by the latest edition of Robert's Rules of Order used by the Co-op unless otherwise specified in these Bylaws. All questions shall be decided by vote of the majority of the members voting thereon in person except as otherwise provided by law these Bylaws, except that multiple choice issues or determinations shall be decided by a plurality vote.

Section 3.7. Order of business. The order of the business of the annual meeting of the members, and so far as possible, at all other meeting of the members, shall be essentially as follows, except as otherwise determined by the members at such meetings:

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

b) Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of the notice of the meeting, as the case may be.

c) Reading of unapproved minutes of the previous meetings of the members and taking of necessary action thereon. Where a copy of the minutes presented for approval has been furnished to all active members, by mail or at the meeting, the President may entertain a motion to dispense with the reading of such minutes.

d) Presentation and consideration of reports of officers, Directors and committees, to include any report of outside auditors, or a summary thereof.

e) Election of Directors.

f) Unfinished business.

g) New business.

h) Adjournment.

Section 3.8. Code of conduct. Attendees at any meeting of members, physical or online or hybrid, are prohibited from engaging in conduct that constitutes harassment of, or infliction of emotional distress upon, other members.

a) Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion or lack thereof, technology choices, sexual images in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of talks or other business, inappropriate physical contact, and unwelcome sexual attention.

b) Misgendering of another member, i.e., addressing or referring to another member with gendered language opposite to that member's gendered name and/or presentation, likewise constitutes harassment and infliction of emotional distress.

c) Meeting participants asked to stop any harassing behavior are expected to comply immediately.

d) Those members who are belligerent or uncooperative, unwilling to address and refer to other members with explicitly requested gendered language, or unwilling to desist in other harassing behavior, shall be removed from the meeting.

Article IV. Directors

Section 4.1. General powers. The business and affairs of the Co-op shall be managed by a board of three Directors which shall exercise all powers of the Co-op, except such as are by law, the Articles of Incorporation or these Bylaws conferred upon or reserved to the members.

Section 4.2. Election and tenure of office. Directors shall be elected at each annual meeting of the members in accordance with Section 4.5 to hold office for a period of (3) years, or until their successors shall have been elected, in the following manner:

a) The three Director seats shall be designated as Board Seat 1, Board Seat 2 and Board Seat 3.

b) Board Seat 1 shall be up for re-election in 2026, 2029, 2032, 2035 and so forth.

c) Board Seat 2 shall be up for re-election in 2027, 2030, 2033, 2036 and so forth.

d) Board Seat 3 shall be up for re-election in 2028, 2031, 2034, 2037 and so forth.

e) In general, the years in which each Board seat is up for re-election are those years when the remainder from Euclidean division of the Common Era year number by 3 equals the seat number, except that Board Seat 3 corresponds to years in which the division remainder equals zero.

If an election for open Board seats shall not be held on the day designated for the annual meeting, or at any adjournment thereof, a special meeting of the members shall be held for the purpose of said election within a reasonable time thereafter. Directors may be elected by a plurality vote of the members.

Section 4.3. Qualifications. In order to be eligible to serve as a Director of the Co-op, the candidate must demonstrate extremely strong devotion to GSM/2G technology in the face of all adversity and opposition. The following specific qualifications are required:

a) The candidate must have a thorough understanding of GSM/2G cellular phone technology, its history, and how it differs from all newer technologies.

b) The candidate must hold a firm and principled conviction that discontinuation of GSM/2G service is morally wrong, that every person who wishes to use a 2G-only handset as his or her personal cellular phone should be able to do so, and that such users need to be supported with high-quality GSM/2G services.

c) The candidate must be sufficiently devoted to the cause of GSM/2G and to the mission of American 2G Cooperative, as stated in the Preamble to these Bylaws, that he or she can be trusted to steer the Co-op in the direction that will maximize the quality of GSM/2G cellular phone services in the United States of America.

No person shall be eligible to become or remain a Director of the Co-op who is not a member of the Co-op in good standing.

Section 4.4. Nominations. Any person who meets the qualifications listed in the previous section and wishes to be considered as a candidate for an upcoming Board seat election shall submit his or her candidacy in writing to the Secretary at least forty-five (45) days prior to the meeting at which the election will be held. Additionally, in the event of a contested election, candidates may nominate themselves from the floor at the election meeting itself.

At times when an incumbent Director whose term of office is ending has indicated that he or she is not seeking re-election, and no other candidates have stepped forth to nominate themselves, it shall be the duty of all members to assist in the search for a qualified and interested candidate.

Section 4.5. Election of Directors.

a) If at the time set for any election of Directors the total number of candidates submitted for consideration is equal to the number of open Board positions, such open Board positions shall be deemed to be filled by such candidates, and no elections shall be required. If at the time set for any election of Directors the number of candidates submitted for consideration exceeds the number of open Board positions, then the election procedures in the remaining subsections of this Article shall be followed.

b) Contested elections of Directors shall be by a form of printed ballot. The ballot shall list the names of the candidates who previously submitted their nominations to the Secretary.

c) Any member desiring to vote for a candidate nominated from the floor at the meeting shall write in the name of such candidate beneath the names of the candidates who have been nominated prior to the meeting.

d) Each member of the Co-op present in person at the meeting shall be entitled to vote for one (1) candidate for each open directorship or on any issue before the meeting. Failure of an election for a given year shall allow the incumbent Directors whose directorships would have been voted on to hold over only until the next member meeting at which a quorum is present.

Section 4.6. Removal of Directors by members. Any member may bring charges against a Director which shall specify malfeasance or nonfeasance of the duties and responsibilities of his/her position. Such charges shall be in writing and, filed with the Secretary together with a petition signed by at least ten per cent of the members, or two hundred members, whichever is the lesser, and may request the removal of such Director by reason thereof. Such Director shall be informed in writing of the charges at least ten days prior to the meeting of the members 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 or her shall have the same opportunity. The question of the removal of such Director shall be considered and voted upon at the meeting of the members. No Director shall be removed from office unless by a vote of two-thirds (2/3) of the members present. 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 the nominations.

Section 4.7. Resignation. A Director may resign at any time by written notice delivered to the Board, the President or Secretary of the Co-op. 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 4.8. Vacancies. In the event that a Board seat goes vacant prior to its regularly scheduled re-election, a special meeting of the members shall be called, per Section 3.2, for the purpose of holding a special election for the vacant Director position.

Section 4.9. Compensation. Directors shall not receive any salary for their service as Directors, except that by resolution the Board may prescribe a fixed sum for each day or portion thereof spent on Co-op 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 Co-op business.

Board members who elect to participate may be extended various forms of liability and accident insurance.

No Director shall receive compensation for serving the Co-op in any other capacity, nor shall any close relative of a Director receive compensation for serving the Co-op, 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. For purpose of this section, "close relative" includes grandparent, parent, husband, wife, child, grandchild, brother, sister, aunt, uncle, nephew, and niece, by blood, by marriage, or by adoption, and spouse of any of the foregoing.

Section 4.10. Establishment of rules and rates. The Board of Directors shall have power to make, adopt, amend, abolish and promulgate such rules, regulations, rate classifications, rate schedules, contracts, security deposits or any other types of deposits, payments or charges including contributions in aid of construction, not inconsistent with law or the Articles of Incorporation or Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative, or cause such to be submitted for any appropriate governmental-regulatory approval.

Article V. Meetings of Directors

Section 5.1. Regular meetings. A regular meeting of the Board shall be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the Board may also be held monthly at such time and place as the Board may provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof.

Section 5.2. Special meetings. Special meetings of the Board may be called by the President or by any two Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or Directors calling the meeting shall fix the time and place for the holding of the meeting.

Section 5.3. Meetings by telecommunication. Regular or special meetings may be conducted through the use of conference telephone or other communications or information service equipment by means of which all persons participating in the meetings can communicate with each other. Such participation will constitute attendance and presence in person at the meeting of the persons so participating.

Section 5.4. Notice of Directors' meeting. 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 business days previous thereto either personally or by mail or email, by or at the direction of the Secretary, or upon 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 or her address as it appears on the records of the Co-op, with postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent by the computer utilized by the sender to the Director's email address as it appears on the records of the Co-op.

Section 5.5. Quorum. A majority of the Board shall constitute a quorum, provided, that if less than a 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 time and place of such adjourned meeting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Article VI. Officers

Section 6.1. Number. The officers of the Co-op shall be a President, Vice President, Secretary, Treasurer, Chief Technical Officer (CTO), Assistant Technical Officer (ATO), and such other officers as may be determined by the Board from time to time. The offices of President and CTO may be held by the same person; likewise for the offices of Vice President and ATO. Each of the officers may or may not also be a member of the Board.

Section 6.2. Election and term of office. The officers shall be elected annually by the Board, at the meeting of the Board held immediately after the annual meeting of the members. Election shall be by ballot if there is a contest, and if not, by voice vote or other method designated by the person presiding. If such 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 his or her successor shall have been elected and shall have qualified. 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 6.3. Removal of officers by Directors. Any officer or agent elected or appointed by the Board may be removed by the Board for cause related to the performance of the duties of his/her position whenever, in its judgment the best interests of the Co-op will be served thereby. In addition, any member of the Co-op may bring charges against an officer, and by filing with the Secretary such charges in writing together with a petition signed by ten per cent of the members, or two hundred members, whichever is lesser, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten 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/her shall have the same opportunity. In the event the Board does not remove such officer, the question of his/her removal shall be considered at the next meeting of the members.

Section 6.4. 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 the 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 6.5. Vice President. In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him or her by the Board.

Section 6.6. 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 laws;

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, email addresses 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 amendment 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 all amendments thereto to each member who request such a copy; and

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

Section 6.7. 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 all receipt of and the issuance of receipts for all moneys due and payable to the Co-op and for the deposit of all such moneys in the name of the Co-op in such bank or financial institutions 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 or her by the Board.

Section 6.8. Chief Technical Officer. The CTO shall:

a) Plan and execute the technical architecture and implementation of the Co-op's GSM network, both core and physical;

b) Be responsible for continuous reliable operation of all servers that comprise the Co-op's Core Network;

c) Be responsible for continuous reliable operation of all physical cell sites that are operated by the Co-op;

d) Serve as the technical point of contact for the Federal Communications Commission and for other telephone companies with whom the Co-op needs to interconnect, interoperate and/or coexist in radio frequency spectrum;

e) Agree to the possibility that he or she may be called upon at any time of day or night, any day of the year, to address a technical emergency in any component of the Co-op's network; and

f) Respond to any such emergencies to the very best of his or her ability, irrespective of how inconvenient or disruptive it may be to his or her personal life.

Section 6.9. Assistant Technical Officer. The ATO shall:

a) Assist the CTO during non-emergency times with ongoing build-out and maintenance of the Core Network;

b) Familiarize himself or herself with detailed configuration of all physical cell sites operated by the Co-op, to prepare for the possibility of having to respond to a technical emergency;

c) Assume secondary on-call responsibility for any and all technical emergencies when the CTO is not immediately reachable.

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

Section 6.11. 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 Operation

Section 7.1. No interest or dividends. The Co-op 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 Co-op on any capital furnished by its patrons.

Section 7.2. Patronage capital. In the furnishing of telecommunications, communications and information service the Co-op's operations shall be so conducted that all patrons will through their patronage furnish capital for the Co-op. Purchasers of the Co-op's services at wholesale, or otherwise for resale shall not be eligible for patronage credits. In order to induce patronage and to ensure that the Co-op will operate on a non-profit basis the Co-op is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of telecommunications, communications and information service in excess of operating costs and expenses properly chargeable against the furnishing of telecommunications, communications and information service. All such amounts in excess of operating costs and expenses at the moment of receipt by the Co-op are received with the understanding that they are furnished by the patrons as capital.

The earnings and losses of each type of service offered by the cooperative will be separately determined, but may be combined into one or more allocation units for purposes of capital credit allocation. The Board shall determine the composition of such allocation unit(s), subject to agreement by a majority of the members of such unit(s) by election conducted at intervals of no more than five years. Prior to such election, members of such unit(s) shall be advised of the factors that were considered in determining the composition of such unit(s) and of the risk sharing engendered by combining different types of services into one allocation unit. Failure of a member of such unit(s) to vote in person or by mail or electronic ballot shall be deemed agreement.

Subject to the foregoing paragraph, the Co-op is obligated to pay by credits to a capital account for each patron all such amounts derived from telecommunications, communications and information services in excess of operating costs and expenses. The books and records of the Co-op 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 Co-op shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his or her account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Co-op corresponding amounts for capital.

All non-operating margins except those derived from furnishing goods and services other than telecommunications, communications and information services, shall, insofar as permitted by law, be used to offset any losses during the current or any prior fiscal year and, to the extent not needed for that purpose, either:

a) Allocated to its patrons on a patronage basis and any amount so allocated shall be included as part of the capital to be allocated to the accounts of the various classes of patrons in an equitable manner as approved by the Board, or

b) Used to establish and maintain a non-operating margin reserve not assignable to patrons prior to dissolution of the Cooperative.

If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. All retirements of capital shall be at the discretion and direction of the Board as to kind, timing, method, and type of assignment and distribution. The Board, acting under one or more policies of general application, may elect to retire capital credits in a lump sum on an accelerated or discounted basis. In no event, however, may any such capital be retired unless, after the proposed retirement, the capital of the Co-op shall equal at least forty per cent (40%) of the total assets of the Co-op.

Upon retiring capital credits allocated to a patron or former patron, the Co-op may offset any amount owed to the Co-op by the patron or former patron by reducing the amount of retired capital credits paid to the patron or former patron by the amount owed. Additionally, the Board may authorize the Co-op to specially retire capital credits of a patron or former patron whose account has an overdue and outstanding balance beyond a period set by the Board. If such special retirement is made before normal capital credits rotation cycle, then the Board is authorized to discount such capital credits to present value.

Capital credited to the account of each patron shall be assignable only on the books of the Co-op, pursuant to written instruction from the assignor and only to successors in interest unless the Board, acting under policies of general application shall determine otherwise. Patrons at any time may assign their capital credits back to the Co-op and the Co-op is authorized to negotiate capital credit settlement arrangements with bankrupt patrons.

The Board may authorize patrons who are natural persons to designate one or more persons to receive an assignment of such patron's capital credits, then allocated and to be allocated, upon the death of such patron. If the Board so authorizes such assignments, it may adopt a policy setting forth, among other things, the terms and conditions of such assignments, procedures for revocation or modification thereof, the applicable procedures in the event a designated beneficiary does not survive a patron, procedures upon the death of a patron, and other matters involving the assignments. At a minimum, patrons who assign or attempt to assign capital credits under this paragraph will be solely responsible for the enforceability and effectiveness of such assignment and, together with their estate, will indemnify, defend, and hold harmless the Co-op for any cost, losses, and damages, including attorney fees, incurred by the Co-op arising from such assignment or attempted assignment. Notwithstanding any such assignment, the Board shall retain the sole discretion over the manner, method, and timing of retirement of any capital credits assigned under this paragraph, subject to other provisions of these Bylaws governing retirement. An assignment under this paragraph shall grant no rights to patrons or a designated beneficiary to demand retirement of capital credits before the date determined and declared by the Board. The Board may, however, in its sole discretion and only if the financial condition of the Co-op will not be impaired, elect to retire capital credits assigned under this paragraph on an accelerated or discounted basis or in a similar manner as provided in the following paragraph. Notwithstanding any policy adopted under this paragraph, if the Board determines that any or all assignments under this paragraph are not in the best interests of the Co-op, it may declare all such assignments, by patrons not yet deceased, as revoked and invalid. This paragraph is adopted for the convenience of patrons, and therefore, nothing herein grants any rights to non-patrons, or any rights of action to anyone, against the Co-op or the Board.

Notwithstanding any other provision of these Bylaws the Board, at its discretion, shall have the power at any time to provide for the special retirement of a capital credits of a deceased patron or deceased former patron who was a natural person, and the Board may require that such accelerated retirement be on a discounted basis. The manner, method and timing of any such special retirement shall be determined by the Board acting under one or more policies of general application. Any request for special retirement of the capital credits of a deceased patron or former patron must be made by using the form of application approved by the Board and by submitted such additional forms, documents and information as required by the Co-op. The Co-op may reject any application if the Co-op determines that the person signing the application is not authorized to act on behalf of the deceased patron or former patron.

When the Board is authorized hereunder to specially retire capital credits on an accelerated and discounted basis, it shall have the further authority, but not the obligation, to establish new equity interest accounts for the patron or former patron whose capital credits are discounted. The difference between the full face value of the capital credits and the discounted value of such capital credits shall be deemed (i) received by the patron or former patron and (ii) immediately contributed to the Co-op in exchange for such new equity interest that is payable only upon dissolution of the Co-op and that shall entitle the holder to no interest, rate of return, or dividends (''New Equity Interest'').

When the capital credits of any patron no longer receiving service from the Cooperative comes to a total amount of less than a fixed sum determined by the Board of Directors, the Board may authorize the retirement of such capital credits in full with such retirement made only when and at the same time that a general retirement to other patrons is made. During a general capital credit retirement, no checks shall be issued for less than a fixed amount determined by the Board, and the amount of such unretired capital credits will be retired in the first following year, when the total amount of capital credits qualifying for retirement exceeds that amount set by the Board, including the amount carried over.

Patrons of the cooperative whose service is terminated for any reason with a positive balance in their capital credit account shall keep the cooperative advised of their current mailing address. In the event that the Cooperative is unable, after reasonable effort to locate the patron to deliver a capital credit retirement for a period of not less than three years, the patron hereby consents to, and his/her capital credits shall be, assigned and donated back to the cooperative.

The patrons of the Co-op, by dealing with the Co-op, acknowledge that the terms and provisions of the articles of incorporation and these Bylaws shall constitute and be a contract between the Co-op and each patron, and both the Co-op 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.

Article VIII. Disposition of Property

The Co-op may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds (2/3) of all of the members of the Co-op, and authorized by the holders of at least seventy five percent (75%) of the outstanding indebtedness 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.

Article IX. Dissolution and Distribution of Surplus Assets

Section 9.1. Dissolution. The Cooperative may be dissolved by filing, as hereinafter provided, a certificate which shall be entitled and endorsed "Certificate of Dissolution of American 2G Cooperative," and shall state:

a) The 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.

b) 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.

c) That the Cooperative elects to dissolve.

d) The name and post office address of each of its Directors, and the name, title and post office address of each of its officers.

The 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.

The 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 9.2. Distribution of surplus assets. Any assets remaining after all debts and liabilities of the Cooperative have been paid shall be disposed of pursuant to the provisions of Article II, Section 2.1, above; provided, however, that if in the judgment of the Board the amount of such surplus relatively is too small to justify the expense of making such widespread 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 taxation.

Article X. Seal

The Cooperative may have a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Co-op.

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 Co-op, and such authority may be general or confined to specific instances.

Section 11.2. Checks and drafts. All checks, drafts or other orders for 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 11.3. Deposits. All funds of the Co-op shall be deposited from time to time to the credit of the Co-op in such financial institutions as the Board may select.

Section 11.4. Fiscal year. The fiscal year of the Co-op shall begin of the first day of January of each year and shall end on the thirty-first day of December of the same year.

Article XII. Miscellaneous

Section 12.1. Membership in other organizations. The Co-op shall strive to maintain good standing and reputation in the international community of Open Source Mobile Communications (Osmocom). All improvements, adaptations and other modifications to Osmocom cellular network infrastructure software developed by officers, employees or volunteers of the Co-op shall be shared freely with the greater worldwide community. Furthermore, whenever it is feasible and not overly burdensome to do so, these software enhancements shall be implemented in such way as to maximize the likelihood of being accepted into Osmocom mainline, and Co-op software developers shall work with Osmocom maintainers and reviewers to promote such merging.

At the discretion of the Board, the Co-op may likewise join or participate in other communities and organizations that are related to causes of open source telecommunications and/or retronetworking.

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 ground that the meeting has not been lawfully called or convened.

Article XIII. Amendments

a) An amendment to these Bylaws may be proposed by the members for approval at a members meeting if such proposed amendment is: (i) delivered to and received by the Secretary at least ninety (90) days prior to the member meeting at which the amendment will be considered by the members; and (ii) reviewed by the Board and determined by the Board to be in proper form, not in conflict with the Articles of Incorporation or with applicable law, and consistent with other provisions of these Bylaws. The Board may, in its sole discretion, waive one or more of such requirements.

b) Subject to subsection (a) of this Article, these Bylaws may be amended by the affirmative vote of two thirds (2/3) of members in attendance at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal; and provided further that the provisions of Article VIII relating to a major disposition of the Co-op's property, and Article IX relating to the dissolution of the Co-op, may be amended only by the affirmative vote of not less than two thirds (2/3) of the current members of the Co-op.