

Application for Recognition of Exemption Under Section 501(a)

If exempt status is approved,
 this application will be open
 for public inspection.

Read the instructions for each Part carefully. **A User Fee must be attached to this application.**
 If the required information and appropriate documents are not submitted along with Form 8718 (with payment
 of the appropriate user fee), the application may be returned to the organization.

Complete the Procedural Checklist on page 6 of the instructions.

Part I. Identification of Applicant (Must be completed by all applicants; also complete appropriate schedule.)
 Submit only the schedule that applies to your organization. Do not submit blank schedules.

Check the appropriate box below to indicate the section under which the organization is applying:

- a Section 501(c)(2)—Title holding corporations (Schedule A, page 7)
- b Section 501(c)(4)—Civic leagues, social welfare organizations (including certain war veterans' organizations), or local associations of employees (Schedule B, page 8)
- c Section 501(c)(5)—Labor, agricultural, or horticultural organizations (Schedule C, page 9)
- d Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C, page 9)
- e Section 501(c)(7)—Social clubs (Schedule D, page 11)
- f Section 501(c)(8)—Fraternal beneficiary societies, etc., providing life, sick, accident, or other benefits to members (Schedule E, page 13)
- g Section 501(c)(9)—Voluntary employees' beneficiary associations (Parts I through IV and Schedule F, page 14)
- h Section 501(c)(10)—Domestic fraternal societies, orders, etc., not providing life, sick, accident, or other benefits (Schedule E, page 13)
- i Section 501(c)(12)—Benevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations (Schedule G, page 15)
- j Section 501(c)(13)—Cemeteries, crematoria, and like corporations (Schedule H, page 16)
- k Section 501(c)(15)—Mutual insurance companies or associations, other than life or marine (Schedule I, page 17)
- l Section 501(c)(17)—Trusts providing for the payment of supplemental unemployment compensation benefits (Parts I through IV and Schedule J, page 18)
- m Section 501(c)(19)—A post, organization, auxiliary unit, etc., of past or present members of the Armed Forces of the United States (Schedule K, page 19)
- n Section 501(c)(25)—Title holding corporations or trusts (Schedule A, page 7)

1a Full name of organization (as shown in organizing document) Midwest Internet Cooperative Exchange, LLC	2 Employer identification number (EIN) (if none, see Specific Instructions on page 2) 27 ; 3681095			
1b c/o Name (if applicable) C/O Cologix	3 Name and telephone number of person to be contacted if additional information is needed Richard Laager (218) 436-5203			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">1c Address (number and street) 511 11th Avenue S</td> <td style="width: 50%;">Room/Suite 450</td> </tr> </table>		1c Address (number and street) 511 11th Avenue S	Room/Suite 450	
1c Address (number and street) 511 11th Avenue S		Room/Suite 450		
1d City, town or post office, state, and ZIP + 4 If you have a foreign address, see Specific Instructions for Part I, page 2. Minneapolis, MN 55411				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">1e Web site address www.micemn.net</td> <td style="width: 33%;">4 Month the annual accounting period ends December</td> <td style="width: 33%;">5 Date incorporated or formed 09/20/2010</td> </tr> </table>	1e Web site address www.micemn.net	4 Month the annual accounting period ends December	5 Date incorporated or formed 09/20/2010	
1e Web site address www.micemn.net	4 Month the annual accounting period ends December	5 Date incorporated or formed 09/20/2010		

6 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? Yes No
 If "Yes," attach an explanation.

7 Has the organization filed Federal income tax returns or exempt organization information returns? Yes No
 If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.

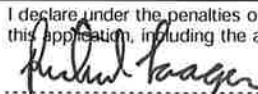
8 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING.

- a Corporation— Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also attach a copy of the bylaws.
- b Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence that the organization was formed by adoption of the document by more than one person. Also include a copy of the bylaws.

If this is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization, and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

PLEASE SIGN HERE


 (Signature)

Chief Manager
 (Type or print name and title or authority of signer)

2016-11-15
 (Date)

Part II. Activities and Operational Information (Must be completed by all applicants)

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

MICE, the Midwest Cooperative Internet Exchange, was formed in 2010. MICE is a volunteer-run Internet exchange point (IX or IXP). Running the IX is MICE's sole activity. Members donate their time and skills to configure, maintain, upgrade, and troubleshoot the equipment. Members maintain the mailing list and update the website.

An IX consists of infrastructure (these days, Ethernet switches) to which many different networks connect to exchange traffic. These networks can be of any type: commercial Internet Service Providers (ISPs) serving customers, individual businesses, government entities, educational institutions, etc. An IX allows these networks to exchange traffic with each other.

The defining characteristic of the Internet is that it consists of inter-network connections. An IX allows many networks to connect to each other through the same infrastructure, which is significantly more efficient than networks connecting to each other individually. An IX levels the playing field a bit, as it effectively aggregates small networks. That is, a large network might not see value in peering with an individual small network, but they can see value in peering with many small networks at once. Both the small networks and the large networks, and all of their end users, benefit in this arrangement.

All but the very largest networks have to buy "transit". This is the term for when a network connects to another, typically larger, network and pays them to transport traffic. An IX allows networks to reduce the amount of transit they have to purchase, thus reducing their cost.

Without an IX, there would be fewer connections. An IX thus increases the reliability and resiliency of the Internet, benefiting the public at large.

If there are fewer connections, those connections will (on average) be farther apart geographically. Imagine two people are at their homes or businesses. They are exchanging traffic with each other. This traffic could be anything. They might be playing a game, using video chat, or sharing files with each other. They might be across the street from each other. But, depending on their ISPs, the traffic could have to cross multiple states. In the formation of MICE, this was described as "the Chicago problem". Traffic from one Minnesota ISP to another Minnesota ISP often had to go through Chicago. With an IX in Minneapolis, the traffic takes a shorter route. A shorter route means it gets there faster with less chance of congestion. Faster is important for some types of traffic, like video games. Avoiding congestion is important for real-time traffic. Congestion causes things like video tiling and audio calls breaking up.

Avoiding congestion is also important for high-bandwidth applications like video streaming. Content providers such as Netflix, Google, Akamai, etc. are examples of networks that connect to MICE. By avoiding congestion, they provide consumers a better experience.

An IX creates a virtuous cycle. As more networks with end users connect, the IX becomes more attractive for content providers. As more content providers connect, the IX becomes more attractive for networks with end users. The more networks that connect to the IX, the more everyone wins.

The equipment of MICE was donated. Originally, this consisted of a single switch, but now MICE has three switches. The switches reside in rack space at the 511 Building, a carrier hotel in Minneapolis, MN. A carrier hotel is a building where many networks connect. The rack space, electrical power, and cooling are donated by the datacenter operator. MICE also operates two servers in the rack, which facilitate networks exchanging routing information.

MICE also allows for "remote switches", or "extensions". These are switches which connect to MICE's switches, but are operated by other entities in different locations. The current remote switches are all in the same building, but more than one entity is in the process of setting up switches in other buildings. This effort expands the networks who can participate at the IX.

MICE has an active email discussion list, where members can communicate with each other. MICE holds quarterly meetings of the membership with in-person and remote call-in options. Annually, at a membership meeting, the membership elects an unpaid board of directors (on staggered 3-year terms).

Member lists, meeting minutes, and other documents are available at: <http://www.micemn.net>

- 2 List the organization's present and future sources of financial support, beginning with the largest source first.

In kind donation of space and power - Cologix

In kind donation of hardware - Cooperative Network Services, Juniper, Arcustech, ipHouse, Minnesota VoIP, NU-Telecom, Jeremy Lumby, Compudyne

Monetary donations, which will increase once 501(c)(6) status is approved

Currently, MICE does not charge membership fees, but it is an option being considered

A more detailed list of donations is available at: <http://www.micemn.net/donations.html>

Part II. Activities and Operational Information (continued)

3 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.	b Annual compensation
Reid Fishler, Director, 2417 Jericho Tpke, Suite 321, Garden City Park, NY 11040	0
Richard Laager, Chief Manager, 1111 Oakland Park Road, Thief River Falls, MN 56701	0
Jason Hanke, Director, 320 East Liberty Street, Mankato, MN 56001	0

4 If the organization is the outgrowth or continuation of any form of predecessor, state the name of each predecessor, the period during which it was in existence, and the reasons for its termination. Submit copies of all papers by which any transfer of assets was effected.

NA

5 If the applicant organization is now, or plans to be, connected in any way with any other organization, describe the other organization and explain the relationship (e.g., financial support on a continuing basis; shared facilities or employees; same officers, directors, or trustees).

NA

6 If the organization has capital stock issued and outstanding, state: (1) class or classes of the stock; (2) number and par value of the shares; (3) consideration for which they were issued; and (4) if any dividends have been paid or whether your organization's creating instrument authorizes dividend payments on any class of capital stock.

NA

7 State the qualifications necessary for membership in the organization; the classes of membership (with the number of members in each class); and the voting rights and privileges received. If any group or class of persons is required to join, describe the requirement and explain the relationship between those members and members who join voluntarily. Submit copies of any membership solicitation material. Attach sample copies of all types of membership certificates issued.

A member shall operate an internet protocol network which has an approved direct or indirect connection to MICE switches or be an operator of approved equipment with an indirect connection or an operator of a co-location data center.

8 Explain how your organization's assets will be distributed on dissolution.

Assets, after all final payments of debts or expenses, will be distributed to an organization or organizations which are classified as 501c6 or similar status to be used exclusively to accomplish the purposes of MICE or to provide internet access services for any nonprofit, school, library or health care organization.

Part II. Activities and Operational Information (continued)

9 Has the organization made or does it plan to make any distribution of its property or surplus funds to shareholders or members? Yes No
 If "Yes," state the full details, including: (1) amounts or value; (2) source of funds or property distributed or to be distributed; and (3) basis of, and authority for, distribution or planned distribution.

10 Does, or will, any part of your organization's receipts represent payments for services performed or to be performed? Yes No
 If "Yes," state in detail the amount received and the character of the services performed or to be performed.

11 Has the organization made, or does it plan to make, any payments to members or shareholders for services performed or to be performed? Yes No
 If "Yes," state in detail the amount paid, the character of the services, and to whom the payments have been, or will be, made.

12 Does the organization have any arrangement to provide insurance for members, their dependents, or others (including provisions for the payment of sick or death benefits, pensions, or annuities)? Yes No
 If "Yes," describe and explain the arrangement's eligibility rules and attach a sample copy of each plan document and each type of policy issued.

13 Is the organization under the supervisory jurisdiction of any public regulatory body, such as a social welfare agency, etc.? Yes No
 If "Yes," submit copies of all administrative opinions or court decisions regarding this supervision, as well as copies of applications or requests for the opinions or decisions.

14 Does the organization now lease or does it plan to lease any property? Yes No
 If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between the applicant organization and the other party. Also, attach a copy of any rental or lease agreement. (If the organization is a party, as a lessor, to multiple leases of rental real property under similar lease agreements, please attach a single representative copy of the leases.)

15 Has the organization spent or does it plan to spend any money attempting to influence the selection, nomination, election, or appointment of any person to any Federal, state, or local public office or to an office in a political organization? Yes No
 If "Yes," explain in detail and list the amounts spent or to be spent in each case.

16 Does the organization publish pamphlets, brochures, newsletters, journals, or similar printed material? Yes No
 If "Yes," attach a recent copy of each.

Part III. Financial Data (Must be completed by all applicants)

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. **If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.**

A. Statement of Revenue and Expenses

Revenue	(a) Current Tax Year	3 Prior Tax Years or Proposed Budget for Next 2 Years			(e) Total
	From To <u>Jan</u> <u>October</u>	(b) <u>2015</u>	(c) <u>2014</u>	(d) <u>2013</u>	
1 Gross dues and assessments of members					
2 Gross contributions, gifts, etc.	2391.00	3,000.00	529.65		5,920.65
3 Gross amounts derived from activities related to the organization's exempt purpose (attach schedule) (Include related cost of sales on line 9.)					
4 Gross amounts from unrelated business activities (attach schedule)					
5 Gain from sale of assets, excluding inventory items (attach schedule)					
6 Investment income (see page 3 of the instructions)					
7 Other revenue (attach schedule).					
8 Total revenue (add lines 1 through 7)	2391.00	3,000.00	529.65	0	5,920.65
Expenses					
9 Expenses attributable to activities related to the organization's exempt purposes,	317.55	2,477.00	2,278.50	1,502.77	6,575.82
10 Expenses attributable to unrelated business activities					
11 Contributions, gifts, grants, and similar amounts paid (attach schedule).					
12 Disbursements to or for the benefit of members (attach schedule)					
13 Compensation of officers, directors, and trustees (attach schedule)					
14 Other salaries and wages.					
15 Interest					
16 Occupancy					
17 Depreciation and depletion					
18 Other expenses (attach schedule)					
19 Total expenses (add lines 9 through 18)	317.55	2,477.00	2,278.50	1,502.77	6,575.82
20 Excess of revenue over expenses (line 8 minus line 19)	2073.45	523.00	-1,748.85	-1,502.77	-655.17

B. Balance Sheet (at the end of the period shown)

		Current Tax Year as of <u>August</u>	
Assets			
1	Cash	1	1,994.67
2	Accounts receivable, net	2	
3	Inventories	3	
4	Bonds and notes receivable (attach schedule)	4	
5	Corporate stocks (attach schedule).	5	
6	Mortgage loans (attach schedule)	6	
7	Other investments (attach schedule)	7	
8	Depreciable and depletable assets (attach schedule)	8	
9	Land	9	
10	Other assets (attach schedule)	10	
11	Total assets	11	1,994.67
Liabilities			
12	Accounts payable	12	
13	Contributions, gifts, grants, etc., payable	13	
14	Mortgages and notes payable (attach schedule)	14	
15	Other liabilities (attach schedule)	15	
16	Total liabilities.	16	0
Fund Balances or Net Assets			
17	Total fund balances or net assets	17	1,994.67
18	Total liabilities and fund balances or net assets (add line 16 and line 17)	18	1,994.67

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation.

Part IV. Notice Requirements (Sections 501(c)(9) and 501(c)(17) Organizations Only)

1 Section 501(c)(9) and 501(c)(17) organizations:

Are you filing Form 1024 within 15 months from the end of the month in which the organization was created or formed as required by section 505(c)? Yes No

If "Yes," skip the rest of this Part.

If "No," answer question 2.

2 If you answer "No" to question 1, are you filing Form 1024 within 27 months from the end of the month in which the organization was created or formed? Yes No

If "Yes," your organization qualifies under Regulation section 301.9100-2 for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 3 and 4.

If "No," answer question 3.

3 If you answer "No" to question 2, does the organization wish to request an extension of time to apply under the "reasonable action and good faith" and the "no prejudice to the interest of the government" requirements of Regulations section 301.9100-3? Yes No

If "Yes," give the reasons for not filing this application within the 27-month period described in question 2. See Specific Instructions, Part IV, Line 3, page 4, before completing this item. Do not answer question 4.

If "No," answer question 4.

4 If you answer "No" to question 3, your organization's qualification as a section 501(c)(9) or 501(c)(17) organization can be recognized only from the date this application is filed. Therefore, does the organization want us to consider its application as a request for recognition of exemption as a section 501(c)(9) or 501(c)(17) organization from the date the application is received and not retroactively to the date the organization was created or formed? Yes No

Schedule C Organizations described in section 501(c)(5) (Labor, agricultural, including fishermen's organizations, or horticultural organizations) or section 501(c)(6) (business leagues, chambers of commerce, etc.)

- 1** Describe any services the organization performs for members or others. (If the description of the services is contained in Part II of the application, enter the page and item number here.)

MICE operates equipment (switches and servers) providing an Internet exchange. See Part II on page 2 for more details.

-
- 2** Fishermen's organizations only.—What kinds of aquatic resources (not including mineral) are cultivated or harvested by those eligible for membership in the organization?

-
- 3** Labor organizations only.—Is the organization organized under the terms of a collective bargaining agreement? . . . **Yes** **No**

If "Yes," attach a copy of the latest agreement.

Office of the Minnesota Secretary of State Certification of Record

I, Steve Simon, Secretary of State of Minnesota, do certify that: The filing(s) listed below were filed in the Minnesota computerized/central filing system on the date(s) listed below and that the copies associated with this certification are a true and complete copy of those filings as filed in that system.

Filing(s) filed on:

<u>Filing Date</u>	<u>Filing Type</u>	<u>Filing Number</u>
09/29/2010	Original Filing - Limited Liability Company (Domestic)	3998272-2
10/28/2016	Amendment - Limited Liability Company (Domestic)	910684000031

This certificate has been issued on: 10/28/2016



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

State of Minnesota

SECRETARY OF STATE

Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Organization, duly signed, have been filed on this date in the Office of the Secretary of State, for the organization of the following limited liability company, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This limited liability company is now legally organized under the laws of Minnesota.

Name: Midwest Internet Cooperative Exchange LLC

Charter Number: 3998272-2

Chapter Formed Under: 322B

This certificate has been issued on 09/29/2010.



Mark Ritchie
Secretary of State.



LLC-OR (Nonprofit)



MINNESOTA SECRETARY OF STATE
Articles of Organization for a
Nonprofit Limited Liability Company
MN Statutes, Chapter 322B.975
Filing Fee: \$160.00

READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM
This form is to be used by Minnesota Nonprofit Limited Liability Companies only.

1. Name of Company: Midwest Internet Cooperative Exchange LLC

(The Company name must include the words Limited Liability Company or the abbreviation LLC)

2. Registered Office Address: (A P.O. Box is Unacceptable)

331 2nd Ave S, Suite 540 Minneapolis MN 55401
Complete Street Address or Rural Route and Rural Route Box Number City State Zip Code

3. Name of Registered Agent (optional):

4. Business Mailing Address: (if different from registered office address)

Address City State Zip Code

5. Desired Duration of LLC: (in years) (If you do not complete this item, a perpetual duration is stated by law.)

6. This limited liability company is a non-profit limited liability company subject to section 322B.975.

7. Does this LLC own, lease or have any interest in agricultural land or land capable of being farmed?
(Choose One) Yes No [X]

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
SEP 29 2010
Mark Ritchie
Secretary of State

8. Organizers

I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Organizer's Name: (print)

Complete Address :

Signature:

Table with 3 columns: Organizer's Name, Complete Address, and Signature. Row 1: Jason Hanke, 320 E Liberty St, Mankato MN 56001, [Signature].

9. List a name, daytime phone number, and e-mail address of a person who can be contacted about this form.

Jason Hanke 507-327-2398 jayhanke@mankatonetworks.net
Contact Name Daytime Phone Number Email Address

Office of the Minnesota Secretary of State
Minnesota Limited Liability Company | Amendment to Articles of Organization
Minnesota Statutes, Chapter 322B or 322C



Read the instructions before completing this form.

Filing Fee: \$55 for expedited service in-person and online filings, \$35 if submitted by mail

1. List the name of this company currently on file with the Office of the Minnesota Secretary of State: (Required)

Midwest Internet Cooperative Exchange LLC

2. The articles of organization for this Limited Liability Company are amended pursuant to Chapter 322B or 322C.

AMENDMENT OPTIONS: Complete as many amendment options as apply. Complete an option only if you are changing the information related to that option.

3. The company name is changed to:

[Empty box for company name change]

4. The registered office address is changed to:

511 11th Ave S Ste 200 Minneapolis MN 55411
Street Address (A post office box by itself is not acceptable) City State Zip Code

5. The registered agent is changed to:

[Empty box for registered agent change]

6. List the date the expiration date has changed to in the jurisdiction of its organization, or list the word "perpetual"

[Empty box for expiration date change]

mm/dd/yyyy or Perpetual

7. The business mailing address has changed to:

[Empty box for business mailing address change]

Address

City

State

Zip Code

8. Does the limited liability company elect to be governed under Minnesota Statutes, Chapter 322C and accept all of the duties and responsibilities set forth by that chapter?

Yes

No

If yes, then the Limited Liability Company elects to be governed under Chapter 322C effective either immediately upon filing, or at a stated date within 30 days after filing as allowed by 322B.175 _____

9. The articles of organization are otherwise amended as follows:

See attached Amended and Restated Articles of Incorporation.

10. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

If this filing is governed under Minnesota Statutes 322B, I certify that this Limited Liability Company has not yet elected to come under Minnesota Statutes 322C in its operating agreement.

Signature of Authorized Person or Authorized Agent

2016-10-14

Date

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
MIDWEST INTERNET COOPERATIVE EXCHANGE LLC**

I, Shaun Carlson as Chief Manager of Midwest Internet Cooperative Exchange LLC, a nonprofit Minnesota limited liability company organized under Minnesota Statutes Chapter 322B, and in particular Minnesota Statutes Section 322B.975 (the "Company"), do hereby certify that the following resolution was adopted by the members of said Company at a regularly held meeting, effective as of July 15th, 2015, and that said resolution is still in full force and effect:

RESOLVED, that the Articles of Organization of this Company shall be amended and restated to supersede and take the place of the existing Articles of Organization, as follows:

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
MIDWEST INTERNET COOPERATIVE EXCHANGE LLC**

Article I

The name of this Company is Midwest Internet Cooperative Exchange LLC.

Article II

The registered office of the Company is located at 511 11th Avenue South, Suite 200, Minneapolis, Minnesota 55411.

Article III

Unless dissolved earlier according to law, this Company shall have perpetual existence.

Article IV

Purpose: The purposes for which this Company is formed are exclusively to promote the common business interests of the members and improve the business conditions in the internet communications industry in accordance with Section 501(c)(6) of the Internal Revenue Code and consist of the following:

A. To aid, support, and assist the facilitation of physical and Internet protocol interconnection and the efficient transmission of educational, scientific, medical, and other information and communications by creating and maintaining direct communications interconnections between and among members, and between and among members and other Internet access service providers.

B. To do any and all lawful activities which may be necessary, useful, or desirable for the furtherance, accomplishment, fostering, or attainment of the foregoing purposes, either

directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments, or agencies.

C. Notwithstanding any other provision of these Articles, the Company shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under §501(c)(6) of the Internal Revenue Code.

Powers: In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the Company's Articles of Organization or Operating Agreement, the Company shall have all powers which now or hereafter are conferred by law upon a Minnesota nonprofit limited liability company organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Company's purposes.

Article V

The Company is not operated for profit. No part of the net earnings of the Company shall inure to the benefit of, or be distributable, to its members (if any, other than to members that are nonprofit organizations or subdivisions, units, or agencies of the United States or a state or local government), governors, officers, or other private persons, except that the Company is authorized or empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purpose.

Upon the winding up and dissolution of the Company, the assets of the Company remaining after payment of, or provision for payment of, all debts and liabilities of the Company shall be distributed to an organization or organizations which are exempt from federal income tax under §501(c)(6) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws, as determined by the Board of Governors, to be used exclusively to accomplish the purposes for which this Company is organized, or to be used for the provision of Internet access services for any nonprofit organizations or any schools, libraries, or health care institutions.

Article VI

The members of the Company shall not be natural persons and members shall not own any financial rights or governance rights in the Company.

The qualifications of members and the application process, if any, and the property, voting and other rights and privileges of members and their liability for dues and assessments, and the method of collection thereof, shall be set forth in the Operating Agreement.

Article VII

The business and affairs of the Company shall be managed by or under the direction of a Board of Governors. All governors will be entitled to vote and will have equal rights and

preferences except as otherwise provided in these Articles or the Operating Agreement of the Company.

An Operating Agreement of the Company may be adopted by the Board of Governors at any regular meeting or any special meeting called for that purpose, so long as it is not inconsistent with the provisions of these Articles. The authority to make, alter, amend, or repeal the Operating Agreement is vested in the Board of Governors and may be exercised at any regular or special meeting of the Board of Governors.


Article VIII

Any action required or permitted to be taken at a meeting of the Board of Governors not needing approval by the members may be taken by a written action signed, or consented to by authenticated electronic communication, by the number of governors that would be required to take such action at a meeting of the Board of Governors at which all governors were present.

Article IX

Any action required or permitted to be taken at a meeting of the members may be taken by a written action signed, or consented to by authenticated electronic communication, by the members who hold voting power equal to the voting power that would be required to take the same action at a meeting of the members at which all members were present.

IN WITNESS WHEREOF, this document has been executed on this 15th day of July, 2015.



Shaun Carlson
Its: Chief Manager / Secretary

Office of the Minnesota Secretary of State

Minnesota Limited Liability Company | Amendment to Articles of Organization
Minnesota Statutes, Chapter 322B or 322C



Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime phone number of a person who can be contacted about this form:

<input type="text" value="Richard Laager"/>	<input type="text" value="218-436-5203"/>
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Contact Name

Phone Number

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

Does this entity own, lease, or have any financial interest in agricultural land or land capable of being farmed?
Yes No



Work Item 910684000031
Original File Number 3998272-2

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
10/28/2016 11:59 PM

Steve Simon

Steve Simon
Secretary of State

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
MIDWEST INTERNET COOPERATIVE EXCHANGE LLC**

MEMBERS

1.1 Membership Qualifications. In order to qualify for membership, a member shall be: (i) an operator of an internet protocol network which has one or more direct, or approved indirect, connections to Midwest Internet Cooperative Exchange LLC's (the "Company") switches; or (ii) an operator of equipment providing approved indirect connections; or (iii) an operator of a colocation data center in which the Company's switches are located. A member may be elected by the membership or appointed to membership by the Board. Members may have such other qualifications as the Board may prescribe by amendment to this Operating Agreement.

1.2 Time and Place of Meetings. Each meeting of the members shall be held at the principal executive office of the Company or at such other place as may be designated by the Board of Governors; provided, however, that any meeting called by or at the demand of a member or members shall be held in the county where the principal executive office of the Company is located. The Board of Governors may determine that a meeting of members be held by means of remote communication.

1.3 Regular Meetings. Regular meetings of the members may be held on an annual or other less frequent basis as determined by the Board of Governors; provided, however, that if a regular meeting has not been held during the immediately preceding fifteen (15) months, a member or members representing three percent (3%) or more of the voting power of all membership interests entitled to vote or at least fifty (50) members, whichever is less, may demand a regular meeting of members by written demand given to the Chief Manager or Treasurer of the Company. At each regular meeting, the members entitled to vote shall elect qualified successors for governors who serve for an indefinite term or whose terms have expired or are due to expire within six (6) months after the date of the meeting, shall hear a report on the activities and financial condition of the Company, and may transact any other business; provided, however, that no business with respect to which special notice is required by law shall be transacted unless such notice shall have been given.

1.4 Special Meetings. A special meeting of the members may be called for any purpose or purposes at any time by the Board of Governors, by two (2) or more governors, or by one (1) or more members representing not less than ten percent (10%) of the voting power of all membership interests of the Company entitled to vote, or at least fifty (50) members, whichever is less. In the case of a meeting called by any party or parties other than the Board of Governors, such party or parties shall demand such special meeting by written notice given to the Chief Manager or the Treasurer of the Company specifying the purposes of such meeting.

1.5 Meeting Held Upon Member Demand. Within thirty (30) days after receipt by the Chief Manager or the Treasurer of a demand from any member, or members entitled to call a meeting of the members, it shall be the duty of the Board of Governors of the Company to cause a special or regular meeting of members, as the case may be, to be duly called and held on notice no later than sixty (60) days after receipt of such demand. If the Board fails to cause such a meeting to be called and held as required by this Section, the member or members making the demand may call the meeting by giving notice as provided in Section 1.6 hereof at the expense of the Company.

1.6 Adjournments. Any meeting of the members may be adjourned from time to time to another date, time, and place. If any meeting of the members is so adjourned, no notice as to such adjourned meeting need be given if the date, time, and place at which the meeting will be reconvened are announced at the time of adjournment.

1.7 Notice of Meetings. Except as allowed in Section 1.13, or unless otherwise required by law, notice of each meeting of the members, stating the date, time, and place and, in the case of a special meeting, the purpose or purposes, shall be given at least ten (10) days and not more than sixty (60) days prior to the meeting to every owner of membership interests entitled to vote at such meeting except as specified in Section 1.5 or as otherwise permitted by law. The business transacted at a special meeting of members is limited to the purposes stated in the notice of the meeting.

1.8 Waiver of Notice. A member may waive notice of the date, time, place, and purpose or purposes of a meeting of members. A waiver of notice by a member entitled to notice is effective whether given before or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a member at a meeting is a waiver of notice of that meeting, unless the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

1.9 Voting Rights. Each member shall have one vote. There shall be no cumulative voting. The members shall vote on the following matters:

(a) election of the Board of Governors who shall serve until the succeeding annual meeting and until their successors shall have been elected and commenced their terms of office and may transact such other business as may be desired, whether or not the same was specified in the notice of the meeting;

(b) if a matter or matters required by the Minnesota Nonprofit Corporation Act to be approved by the members pursuant to Section 317A.255 (relating to a conflict of interest transaction), Section 317A.521 (relating to indemnification), Section 317A.133 (relating to an amendment to the Company's articles of organization), Section 317A.181 (relating to an amendment to the Company's bylaws), Section 317A.613 (relating to a plan of merger), Section 317A.661 (relating to a disposition of all or substantially all of the Company's property), or Section 317A.721 (relating to dissolution) will be voted upon at an annual or special meeting, the notice of the meeting must include a description of such matter or matters and (ii) unless ten percent (10%) or more of the voting power (as defined in Section 317A.451 of the Minnesota Nonprofit Corporation Act) is present in person or by proxy, the only matters that may be voted upon at an annual meeting of the members are those matters that are described in the meeting notice. At each annual meeting of the members, the Chief Manager and the Treasurer shall report on the activities and financial condition of the Company.

1.10 Proxies. A member may cast or authorize the casting of a vote by filing a written appointment of a proxy with the Chief Manager of the Company at or before the meeting at which the appointment is to be effective. The member may sign or authorize the written appointment by telegram, means of electronic transmission setting forth or submitted with information sufficient to determine that the member authorized such transmission. Any copy, facsimile, telecommunication, or other reproduction of the original of either the writing or transmission may be used in lieu of the original, provided that it is a complete and legible reproduction of the entire original.

1.11 Quorum. Members representing ten percent (10%) of the voting power of the membership interests entitled to vote at a meeting of the members are a quorum for the transaction of business. If a quorum is present when a duly called or held meeting is convened, the members present may continue to transact business until adjournment, even though the withdrawal of members originally present leaves less than the proportion otherwise required for a quorum.

1.12 Acts of Members. Except as otherwise required by law or specified in the Articles of Organization of the Company, the members shall take action by the affirmative vote of the owners of the greater of: (a) a majority of the voting power of the membership interests present and entitled to vote on that item of business; or (b) a majority of the voting power that would constitute a quorum for the transaction of business at a duly held meeting of members.

1.13 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by written action signed, or consented to by authenticated electronic communication, by all the members entitled to vote on such action. Any action required or permitted to be taken at a meeting of the members of the Company may be taken without a meeting by written action signed by the members who own voting power equal to the voting power that would be required to take the same action at a meeting of the members at which all members were present. The written action is effective when signed by the required members, unless a different effective time is provided in the written action. When written action is permitted to be taken by less than all members, all members shall be notified immediately of its text and effective date.

1.14 Remote Communications.

(a) Member Meetings held by Remote Communication. A regular or special meeting of members may be held solely by any combination of means of remote communication through which the members may participate in the meeting, if notice of the meeting is given to every owner of membership interests entitled to vote, and if the membership interests held by the members participating in the meeting would be sufficient to constitute a quorum at a meeting. Participation by a member by that means constitutes presence at the meeting in person.

(b) Participation in Member Meetings by Remote Communication. A member not physically present in person or by proxy at a regular or special meeting of members may, by means of remote communication, participate in a meeting of members held at a designated place. Participation by a member by that means constitutes presence at the meeting in person.

(c) Requirements for Meetings and Participation by Remote Communication. In any meeting of members held solely by means of remote communication or in any meeting of members held at a designated place in which one or more members participate by means of remote communication:

(1) the Company will implement measures to verify that each person deemed present and entitled to vote at the meeting by means of remote communication is a member; and

(2) the Company will implement measures to provide each member participating by means of remote communication with a reasonable opportunity to participate in the meeting, including an opportunity to: (i) read or hear the proceedings

of the meeting substantially concurrently with those proceedings; (ii) if allowed by the procedures governing the meeting, have the member's remarks heard or read by other participants in the meeting substantially concurrently with the making of those remarks; and (iii) if otherwise entitled, vote on matters submitted to the members.

(d) Notice to Members.

(1) Any notice to members given by the Company under any provision of this chapter, the Articles of Organization, or this Operating Agreement by a form of electronic communication consented to by the member to whom the notice is given is effective when given. The notice is deemed given by:

(i) facsimile communication, when directed to a telephone number at which the member has consented to receive notice;

(ii) electronic mail, when directed to an electronic mail address at which the member has consented to receive notice;

(iii) a posting on an electronic network on which the member has consented to receive notice, together with separate notice to the member of the specific posting, upon the later of: (i) the posting; and (ii) the giving of the separate notice; and

(iv) any other form of electronic communication by which the member has consented to receive notice, when directed to the member.

(2) Consent by a member to notice given by electronic communication may be given in writing or by authenticated electronic communication. The Company is entitled to rely on any consent so given until revoked by the member, provided that no revocation affects the validity of any notice given before receipt by the Company of revocation of the consent.

(e) Waiver. Waiver of notice by a member of a meeting by means of authenticated electronic communication may be given in the manner provided in Section 1.7. Participation in a meeting by means of remote communication is a waiver of notice of that meeting, except where the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at the meeting and does not participate in the consideration of the item at that meeting.

1.15 No Transfer of Membership. No member may transfer a membership in this Company or any right derived therefrom.

1.16 Resignation, Expulsion or Suspension of Members.

(a) Any member may resign as a member. Such resignation shall be in writing addressed to the Secretary of the Company and shall be effective immediately or upon the time specified, as such resignation may provide. The resignation of a member does not relieve the member from any obligations the member may have to the Company as a result of obligations

incurred or commitments made prior to resignation. The member port shall be disconnected immediately or upon the time specified, as such resignation may provide.

(b) The Board of Governors of the Company may expel or suspend a member or terminate or suspend a membership in accordance with the following procedures:

(i) the Company shall give at least fifteen (15) days' prior written notice to the affected member of the expulsion, suspension, or termination and the reasons therefor;

(ii) the Board of Governors shall provide an opportunity for the affected member to be heard, orally or in writing, by the Board of Governors not less than five (5) days before the effective date of the expulsion, suspension, or termination; and

(iii) any written notice given to the member by mail shall be given by first class or certified mail sent to the last address of the member shown on the Company's records.

(c) Notwithstanding the foregoing, if a member fails to pay any dues, assessments, or other monetary amounts due to the Company when such amounts become due, such member may be expelled or suspended, and such member's membership may be terminated or suspended, in accordance with the following procedures:

(i) the Company shall give at least fifteen (15) days' prior written notice to the affected member of the expulsion, suspension, or termination and the reasons therefor;

(ii) any written notice given to the member by mail shall be given by first class or certified mail sent to the last address of the member shown on the Company's records; and

(iii) if payment of the amount due is not received by this corporation within the period specified in such notice, the Company may expel or suspend such member, and may terminate or suspend such member's membership, without providing an opportunity for the affected member to be heard.

1.17 Purchase of Memberships. The Company shall not purchase any of its memberships or any right arising therefrom.

1.18 Member Lists. After fixing a record date for notice of a meeting, the Company shall prepare an alphabetical list of the name, address, and number of votes of each member who is entitled to vote at the meeting. The list of members shall be available for inspection by any member for the purpose of communication with other members concerning the meeting, beginning two (2) business days after notice is given of the meeting for which the list was prepared and continuing through the meeting, at the Company's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A member, a member's agent, or a member's attorney is entitled on written demand to inspect the list, at a reasonable time, during the period it is available for inspection. The Company shall make the list of members available at the meeting, and any member, a member's

agent, or a member's attorney is entitled to inspect the list at any time during the meeting or any adjournment.

Without the consent of the Board of Governors, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the foregoing, without the consent of the Board of Governors, a membership list or any part thereof may not be:

- (a) used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Company;
- (b) used for any commercial purpose; or
- (c) sold to or purchased by any person.

GOVERNORS

2.1 General Powers. The business and the affairs of the Company shall be managed by or under the direction of its Board of Governors which may exercise all such powers of the Company and do all such lawful acts and things as are not limited by the Minnesota Limited Liability Company Act, the Minnesota Nonprofit Corporation Act, the Articles of Organization, or this Operating Agreement.

2.2 Number; Qualifications. Governors shall be natural persons. There shall be no less than three (3) governors. The members at each regular meeting (or at a special meeting called to elect governors) shall determine the number of governors to constitute the Board, provided, however that thereafter the authorized number of governors may be increased by the members or the Board and decreased by the members. Governors need not be members.

2.3 Term. Each governor shall serve for a three (3) year term. A governor shall hold office until a successor is elected and has qualified or until the earlier death, resignation, removal, or disqualification of the governor.

2.4 Vacancies. Vacancies on the Board of Governors resulting from the death, resignation, removal, or disqualification of a governor may be filled by the affirmative vote of a majority of the remaining governors, even though less than a quorum. Vacancies on the Board resulting from newly-created governorships may be filled by the affirmative vote of a majority of the governors serving at the time such governorships are created. Each person elected to fill a vacancy shall hold office until a qualified successor is elected by the members at the next regular meeting or at any special meeting duly called for that purpose.

2.5 Place of Meetings. Each meeting of the Board of Governors shall be held at the principal executive office of the Company or at such other place as may be designated from time to time by a majority of the governors. A meeting may be held by conference among the governors using any means of communication through which the governors may simultaneously hear each other during the conference. The Board of Governors may determine that a meeting of the Board of Governors be held by means of remote communication.

2.6 Regular Meetings. Regular meetings of the Board of Governors for the election of managers and the transaction of any other business shall be held without notice at the place of and immediately after each regular meeting of the members.

2.7 Special Meetings. A special meeting of the Board of Governors may be called for any purpose or purposes at any time by any governor by giving at least seven (7) days' notice to all governors of the date, time, and place of the meeting. The notice need not state the purpose of the meeting unless the Company's Articles of Organization or this Operating Agreement require it.

2.8 Waiver of Notice; Previously Scheduled Meetings.

(a) A governor of the Company may waive notice of the date, time, and place of a meeting of the Board. A waiver of notice by a governor entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a governor at a meeting is a waiver of notice of that meeting, unless the governor objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and thereafter does not participate in the meeting.

(b) If the day or date, time, and place of a Board meeting have been provided herein or announced at a previous meeting of the Board, no notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken of the date, time, and place at which the meeting will be reconvened.

2.9 Quorum. A majority of the governors currently holding office shall be necessary to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the governors present may adjourn a meeting from time to time without further notice until a quorum is present.

2.10 Acts of Board. Except as otherwise required by law or in the Articles of Organization of the Company, the Board shall take action by the affirmative vote of a majority of the governors present at a duly held meeting.

2.11 Meeting and Participation by Remote Communications.

(a) Any meeting among governors may be conducted solely by one or more means of remote communication through which all of the governors may participate with each other during the meeting, if the same notice is given of the meeting as would be required by Sections 2.6 or 2.7, and if the number of governors participating in the meeting would be sufficient to constitute a quorum. Participation in a meeting by that means constitutes presence at the meeting.

(b) A governor may participate in a Board of Governors meeting by means of telephone conference or, if authorized by the board, by such other means of remote communication, in each case through which the governor, other governors so participating, and all governors physically present at the meeting may participate with each other during the meeting. Participation in a meeting by that means constitutes presence at the meeting.

2.12 Absent Governors. A governor of the Company may give advance written consent or opposition to a proposal to be acted on at a Board meeting. If the governor is not present at the meeting,

consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the governor has consented or objected.

2.13 Action Without a Meeting. An action required or permitted to be taken at a Board of Governors meeting may be taken by written action signed, or consented to by authenticated electronic communication, by all of the governors. If the Articles of Organization of the Company so provide, any action, other than an action requiring member approval, may be taken by written action signed, or consented to by authenticated electronic communication, by the number of governors that would be required to take the same action at a meeting of the Board of Governors at which all governors were present. The written action is effective when signed, or consented to by authenticated electronic communication, by the required number of governors, unless a different effective time is provided in the written action.

2.14 Committees.

(a) A resolution approved by the affirmative vote of a majority of the Board may establish committees having the authority of the Board in the management of the business of the Company only to the extent provided in the resolution. Committees shall be subject at all times to the direction and control of the Board, except as provided in Section 2.15.

(b) A committee shall consist of one (1) or more natural persons, who need not be governors, appointed by affirmative vote of a majority of the governors present at a duly held Board meeting.

(c) Section 2.5 and Sections 2.7 to 2.13 hereof shall apply to committees and members of committees to the same extent as those sections apply to the Board of Governors.

(d) Minutes, if any, of committee meetings shall be made available upon request to members of the committee and to any governor.

2.15 Special Litigation Committee. Pursuant to the procedure set forth in Section 2.14, the Board may establish a committee composed of one or more independent governors or other independent persons to determine whether it is in the best interests of the Company to pursue a particular legal right or remedy of the Company and whether to cause, to the extent permitted by law, the dismissal or discontinuance of a particular proceeding that seeks to assert a right or remedy on behalf of the Company. The committee, once established, is not subject to the direction or control of, or termination by, the Board. A vacancy on the committee may be filled by a majority vote of the remaining committee members. The good faith determinations of the committee are binding upon the Company and its governors, managers, and members to the extent permitted by law. The committee terminates when it issues a written report of its determinations to the Board.

2.16 Compensation. The Board may fix the compensation, if any, of governors.

2.17 Removal of Governors.

(a) A governor may be removed at any time by the members in accordance with Minnesota Statutes Section 317A.223, with or without cause, if:

- (1) the governor was named by the Board of Governors to fill a vacancy;
- (2) the members have not elected governors in the interval between the time of the appointment to fill a vacancy and the time of the removal; and
- (3) a majority of the remaining governors present affirmatively vote to remove the governor.

(b) Removal by Members. Any one or all of the governors may be removed at any time, with or without cause, by the affirmative vote of a [two-thirds] majority of the voting power of all membership interests entitled to vote at an election of governors.

(c) Election of Replacements. New governors may be elected at a meeting at which governors are removed.

MANAGERS

3.1 Number and Designation. The Company shall have one or more natural persons exercising the functions of the position of Chief Manager and Treasurer. The Board of Governors may elect or appoint such other managers (also known as officers) or agents as it deems necessary for the operation and management of the Company, with such powers, rights, duties, and responsibilities as may be determined by the Board, each of whom shall have the powers, rights, duties, and responsibilities set forth in these Bylaws unless otherwise determined by the Board. Any of the positions or functions of those positions may be held by the same person.

3.2 Chief Manager. Unless provided otherwise by a resolution adopted by the Board of Governors, the Chief Manager (a) may maintain records of and certify proceedings of the Board and members; and (b) shall perform such other duties as may from time to time be prescribed by the Board.

3.3 Treasurer. Unless provided otherwise by a resolution adopted by the Board of Governors, the Treasurer: (a) shall keep accurate financial records for the Company; (b) shall deposit all monies, drafts, and checks in the name of and to the credit of the Company in such banks and depositories as the Board shall designate from time to time; (c) shall endorse for deposit all notes, checks, and drafts received by the Company as ordered by the Board, making proper vouchers therefor; (d) shall disburse company funds and issues checks and drafts in the name of the Company, as ordered by the Board; (e) shall render to the Board, whenever requested, an account of all of such manager's transactions as Treasurer and of the financial condition of the Company; and (f) shall perform such other duties as may be prescribed by the Board from time to time.

3.4 President. Unless otherwise determined by the Board of Governors, the President shall be the Chief Manager of the Company. If a manager other than the President is designated Chief Manager, the President shall perform such duties as may from time to time be assigned by the Board.

3.5 Secretary. The Secretary, unless otherwise determined by the Board of Governors, shall attend all meetings of the members and all meetings of the Board, shall record or cause to be recorded all proceedings thereof in a book to be kept for that purpose, and may certify such proceedings. Except as otherwise required or permitted by law or by this Operating Agreement, the Secretary shall give or cause to be given notice of all meetings of the members and all meetings of the Board.

3.6 Authority and Duties. In addition to the foregoing authority and duties, all managers of the Company shall respectively have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the Board of Governors. Unless prohibited by a resolution approved by the affirmative vote of a majority of the governors present, a manager elected or appointed by the Board may, without the approval of the Board, delegate some or all of the duties and powers of a position to other persons.

3.7 Term. Subdivision 1. All managers of the Company shall hold office until their respective successors are chosen and have qualified or until their earlier death, resignation, or removal.

Subdivision 2. A manager may resign at any time by giving written notice to the Company. The resignation is effective without acceptance when the notice is given to the Company, unless a later effective date is specified in the notice.

Subdivision 3. A manager may be removed at any time, with or without cause, by a resolution approved by the affirmative vote of a majority of the governors present at a duly held Board meeting.

Subdivision 4. A vacancy in a position because of death, resignation, removal, disqualification, or other cause may, or in the case of a vacancy in the position of Chief Manager or Treasurer shall, be filled for the unexpired portion of the term by the Board.

3.8 Salaries. The salaries of all managers of the Company shall be fixed by the Board of Governors.

GOVERNOR STANDARD OF CONDUCT; INDEMNIFICATION

4.1 Standard of Conduct. A governor shall discharge the duties of the position of governor in good faith, in a manner the governor reasonably believes to be in the best interests of the Company, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. A person who so performs those duties is not liable by reason of being or having been a governor of the Company.

4.2 Indemnification. The Company shall indemnify its managers and governors for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as required or permitted by provisions of Minnesota law.

4.3 Insurance. The Company may purchase and maintain insurance on behalf of any person in such person's official capacity against any liability asserted against and incurred by such person in or arising from that capacity, whether or not the Company would otherwise be required to indemnify the person against the liability.

CONFLICTS OF INTEREST

5.1 Procedure when conflict arises. A contract or other transaction between this Company and: its governor or a member of the family of its governor; a director/governor of a related organization, or a member of the family of a director/governor of a related organization; or an organization in or of which the Company's governor, or a member of the family of its governor, is a director/governor, officer, or legal representative or has a material financial interest; is not void or voidable because the governor or the other individual or organization are parties or because the governor is present at the meeting of the members or the board or a committee at which the contract or transaction is authorized, approved, or ratified, if a requirement below is satisfied.

5.2 A contract or transaction described in paragraph 5.1 is not void or voidable if:

(a) the contract or transaction was, and the person asserting the validity of the contract or transaction has the burden of establishing that the contract or transaction was, fair and reasonable as to the corporation when it was authorized, approved, or ratified;

(b) the material facts as to the contract or transaction and as to the governor's interest are fully disclosed or known to the members and the contract or transaction is approved in good faith by two-thirds (2/3) of the members entitled to vote, not counting any vote that the interested governor might otherwise have, or the unanimous affirmative vote of all members, whether or not entitled to vote;

(c) the material facts as to the contract or transaction and as to the governor's interest are fully disclosed or known to the board or a committee, and the board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a majority of the governors or committee members currently holding office, provided that the interested governor or governors may not vote and are not considered present for purposes of a quorum. If, as a result, the number of remaining governors is not sufficient to reach a quorum, a quorum for the purpose of considering the contract or transaction is the number of remaining governors or committee members; or

(d) the contract or transaction is a merger or consolidation described in Minnesota Statutes Section 317A.601.

GENERAL TERMS

6.1 Execution of Instruments.

(a) All deeds, mortgages, bonds, checks, contracts, and other instruments pertaining to the business and affairs of the Company shall be signed on behalf of the Company by such person or persons as may be designated from time to time by the Board of Governors.

(b) If a document must be executed by persons holding different positions or functions and one person holds such positions or exercises such functions, that person may execute the document in more than one capacity if the document indicates each such capacity.

6.2 Advances. The Company may, without a vote of the governors, advance money to its governors, managers, or employees to cover expenses that can reasonably be anticipated to be incurred

by them in the performance of their duties and for which they would be entitled to reimbursement in the absence of an advance.

6.3 Company Seal. The Company shall have no seal.

6.4 Fiscal Year. The fiscal year of the Company shall be determined by the Board of Governors.

6.5 Amendments. The Board of Governors shall have the power to adopt, amend, or repeal the Operating Agreement of the Company, subject to the power of the members to change or repeal the same; provided, however, that the Board shall not adopt, amend, or repeal any Section fixing a quorum for meetings of members, prescribing procedures for removing governors or filling vacancies in the Board, or fixing the number of governors or their classifications, qualifications, or terms of office, but may adopt or amend a Section that increases the number of governors.

Adopted by Written Resolution of the Board of Governors dated as of July 15th, 2015.



Shawn P. Carlson, Chief Manager

**User Fee for Exempt Organization
 Determination Letter Request**
▶ Attach this form to determination letter application.
(Form 8718 is NOT a determination letter application.)

For IRS Use Only	OMB No. 1545-1798
	Control number _____
	Amount paid _____
	User fee screener _____

1 Name of organization Midwest Internet Cooperative Exchange, LLC	2 Employer Identification Number 27-3681095
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Caution. Do not attach Form 8718 to an application for a pension plan determination letter. Use Form 8717 instead.

3 Type of request	Fee
a <input checked="" type="checkbox"/> Initial request for a determination letter for:	
<ul style="list-style-type: none"> • An exempt organization that has had annual gross receipts averaging not more than \$10,000 during the preceding 4 years or • A new organization that anticipates gross receipts averaging not more than \$10,000 during its first 4 years ▶ 	\$400
Note. If you checked box 3a, you must complete the <i>Certification</i> below.	

Certification

I certify that the annual gross receipts of Midwest Internet Cooperative Exchange, LLC
name of organization
 have averaged (or are expected to average) not more than \$10,000 during the preceding 4 (or the first 4) years of operation.
 Signature ▶ *[Signature]* Title ▶ **Chief Manager**

b <input type="checkbox"/> Initial request for a determination letter for:	
<ul style="list-style-type: none"> • An exempt organization that has had annual gross receipts averaging more than \$10,000 during the preceding 4 years or • A new organization that anticipates gross receipts averaging more than \$10,000 during its first 4 years . ▶ 	\$850
c <input type="checkbox"/> Group exemption letters ▶	\$3,000

Instructions

The law requires payment of a user fee with each application for a determination letter. The user fees are listed on line 3 above. For more information, see Rev. Proc. 2015-8, 2015-1 I.R.B. 235, or latest annual update.

Check the box or boxes on line 3 for the type of application you are submitting. If you check box 3a, you must complete and sign the certification statement that appears under line 3a.

Attach to Form 8718 a check or money order payable to the "United States Treasury" for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8718 to your determination letter application.

Generally, the user fee will be refunded only if the Internal Revenue Service declines to issue a determination.

Where To File

Send the determination letter application and Form 8718 to:

Internal Revenue Service
 P.O. Box 12192
 Covington, KY 41012-0192

Who Should File

Organizations applying for federal income tax exemption, other than filers of Form 1023, Application for Recognition of Exemption Under Section 501(c)(3), or Form 1023-EZ (filed only electronically), should file Form 8718.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. If you want your organization to be recognized as tax-exempt by the IRS, you are required to give us this information. We need it to determine whether the organization meets the legal requirements for tax-exempt status.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating

to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of Form 8718 are covered in section 6104.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is 5 minutes. If you have comments concerning the accuracy of this time estimate or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments from www.irs.gov/formspubs. Click on "More Information" and then on "Give us feedback." Or you can send your comments to the Internal Revenue Service, Tax Forms and Publications, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*, above.

