



January 27, 2010

Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
PO Box 615
Frankfort, KY 40602

RECEIVED

FEB - 1 2010

**PUBLIC SERVICE
COMMISSION**

RE: Registration for Credit Union Wireless

Credit Union Wireless is a small wireless reseller located in Salem Oregon. We offer low cost wireless plans to affiliated Credit Union members in several states. We do not have a physical presence in Kentucky.

At this time we only have 11 members in your state although we expect that number to grow as we expand to more Credit Unions within Kentucky.

Here is the information you requested:

Name and address of utility: Credit Union Wireless
451 Division St NE
PO Box 12398
Salem, OR 97309

Contact: Marylouise Miller
451 Division St NE
Salem, OR 97301
503.375.2431 x3453
fax 503.779.1347
mmiller@cuwireless.com

An alternate contact would be Chris Giles at the same address and phone number.

I have also enclosed a copy of our Operating Agreement. Please let me know if you need anything further.

Thank you,

A handwritten signature in cursive script that reads "Marylouise Miller".

Marylouise Miller
Accountant

**OPERATING AGREEMENT OF
CREDIT UNION WIRELESS, LLC**
Amended July 3, 2006

This Operating Agreement is entered into and shall be effective as of the Effective Date by and among the parties listed as Members in this Agreement.

**Article I
Organization of Company**

- 1.1 Organization.** By executing and filing the Articles, Mark A. Zook, as organizer, has created or will create the Company pursuant to the Act. This Agreement hereby provides for the management of the affairs of the Company.
- 1.2 Nature of Business.** The Company may engage in any lawful business permitted by the Act of the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.
- 1.3 Defects as to Formality.** A failure to observe any formalities or requirements of this Agreement, the Article or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.
- 1.4 Rights of Creditors and Third Parties.** This Agreement is entered into among the Members and the Managers for the exclusive benefit of the Company and the Members. The Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this agreement or any Agreement between Company and the Member with respect to any Contribution or otherwise.
- 1.5 Title to Property.** All Company Property shall be owned by the Company as an entity and the Members shall not have any ownership interest in such property in any Member's name, and the Member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in the Agreement, the Company shall hold all Company Property in the name of the Company and not in the name of any member.
- 1.6 Payment of Individual Obligations.** The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of any Member unless otherwise provided herein.

Article II Membership

- 2.1 Authority to Act.** No Member shall have the power or authority to bind the Company unless the Member is a Manager or the Member had been authorized by the Managers to act as an agent of the Company in accordance with this Agreement. The names of the Initial Members, the agreed value of their initial capital contribution and ownership interest are set forth on Exhibit A.
- 2.2 Limitation of Liability.** The Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law. Except as otherwise provided by law, the Members will not be personally liable, merely as Members, for any debts or losses of the Company beyond each Member's respective contributions.
- 2.3 Indemnification.** The Company shall indemnify a Member, for all costs, losses, liabilities, and damages paid or accrued by a Member, and advance expenses incurred by a Member, in connection with the business of the Company, to the fullest extent provided or allowed by the laws of Oregon; except that this provision shall not eliminate or limit a Member's liability for:
- 2.3.1 Any breach of the Member's duty of loyalty to the Company;
 - 2.3.2 Acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
 - 2.3.3 Any unlawful distribution under this Agreement or the Act; or
 - 2.3.4 Any transaction from which a Member derives an improper benefit.
- 2.4 Member Management Rights.** Each Member shall be entitled to vote on or consent to any matter submitted to a vote or consent of the Members.
- 2.4.1 In addition to any other actions which, by virtue of the Articles or this Agreement require consent of the Members, the following actions require the consent of Members:
 - 2.4.1.1 Approving any transaction, other than those authorized in this Agreement, involving an actual or potential conflict of interest between a Member or a Manager and the Company;
 - 2.4.1.2 Approving any permanent financing for the projects undertaken by the Company;
 - 2.4.1.3 Determining the amount, if any, and timing of any guaranteed payment to a Member;

- 2.4.1.4 Approving an action to sell, exchange or otherwise transfer or dispose of substantially all of the Company's Property;
- 2.4.1.5 Taking or approving any action or transaction which is reserved to the Members by the Articles or this Agreement without the express statement of the extent of Member action required;
- 2.4.1.6 Fixing the number of Managers;
- 2.4.1.7 Removing a Manager with or without cause;
- 2.4.1.8 Electing any person as Manager;
- 2.4.1.9 Admitting an additional Member;
- 2.4.1.10 Amending or restating the Articles or this Agreement;
- 2.4.1.11 Requiring any additional capital contribution;
- 2.4.1.12 Changing the primary nature of the business of the Company; or
- 2.4.1.13 Dissolving the Company pursuant to Article 9.

2.5 Action of Members.

- 2.5.1 **Call for Meeting.** The annual meeting of the Members may be scheduled and held as deemed appropriate by the Members. Such annual meeting may address the election of Managers and any matter that may come before the Members. Special meetings of the Members may be called by any Member. Business transacted at any special meeting shall be confined to the purpose stated in the notice of the special meeting.
- 2.5.2 **Place of Meeting.** The Members may designate any place as the location for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be the principal office of the Company in Oregon. Notwithstanding the foregoing, the Members may designate a meeting at any place, either within or outside of Oregon.
- 2.5.3 **Proxies.** At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting and may be of any duration.

2.5.4 **Action by Members Without a Meeting.** Action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by written content (written consent may be provided by any electronic means) describing the action taken, signed by the Members and delivered to the Company for inclusion in the minutes or for filing with the Company records.

2.6 **Voting.** Unless a greater percentage is specifically provided for in this Agreement, an affirmative vote of greater than fifty (50) percent of the Ownership Interest owned by all Members shall be required for any action to be taken or adopted by the Members or any determinations to be made or authorizations to be given by the Members as contemplated under the terms of this Agreement. Except as otherwise provided in Article 4 and 9, an affirmative vote of not less than 66 2/3 percent of the Ownership Interests owned by all Members shall be required for any action described in Section 2.4.1.

2.7 **Books, Records, Reports and Information.** The Members shall have the right to receive the reports and information required to be provided by this Agreement. Upon reasonable requests, a Member, and the Member's agent, attorney or regulators shall have the right, during ordinary business hours, to inspect and copy, at the requesting Member's expense, the books and records which the Company is required by law, rule, regulation, the Act and this Agreement, to keep.

Article III Managers

3.1 General

3.1.1 **Initial Managers.** The Company shall initially designate the three Initial Managers who shall execute this Agreement.

3.1.2 **Number.** During this Agreement, there may be up to five (5) Managers. The number of Managers may be changed from time to time by the Members, but in no instance shall there be less than one Manager.

3.1.3 **Qualifications.** The Managers need not be a resident of Oregon or be a Member.

3.1.4 **Term.** The Managers shall have a term of one (1) year.

3.1.5 **Election.** Except as otherwise provided herein for the Initial Managers, the Managers shall be elected by the Members. A Manager elected to office shall serve until the earlier of Manager's resignation, removal, replacement by a qualified successor or completion of the elected term.

- 3.1.6 **Resignation.** Any Manager may resign at any time by giving written notice to a Member. The resignation of any Manager shall take effect upon receipt of notice thereof or at such time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 3.1.7 **Vacancies.** Any vacancy occurring for any reason may be filled by the majority vote of the remaining Managers. A Manager elected to fill a vacancy shall be elected to serve until the next annual meeting.
- 3.2 **Action by Managers.** The rights and powers of the Managers hereunder shall be exercised by them in such manner as they agree. In the absence of an agreement among the Managers, the following shall apply:
- 3.2.1 **Meetings.** Meetings of the Managers, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager.
- 3.2.2 **Place of Meetings.** The Managers may designate any place, either within or outside of Oregon, as the location for any meeting of the Managers. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Company in Oregon.
- 3.2.3 **Notice of Meetings.** Except as provided below, written notice stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 24 hours nor more than 30 days before the date of the meeting, either personally, electronically or by mail, by or at the direction of the Managers or person calling the meeting, to each Manager.
- 3.2.4 **Quorum.** More than half of the Managers, represented in person or by proxy, shall constitute a quorum at any meeting of Managers. In the absence of a quorum at any such meeting, the Managers so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, a notice of the adjourned meeting shall be given to each Manager. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally noticed. The Managers present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting to that number of Managers whose absence would cause less than a quorum.
- 3.2.5 **Manner of Acting.** If a quorum is present, the act of a Majority of the Managers who are present, in person or by proxy, shall be the act of the

Managers, unless the vote of a different proportion or number is otherwise required by the Act, the Articles, or this Agreement. Unless otherwise expressly provided herein or required under applicable law, a Manager with an economic interest in the outcome of any matter upon which the Managers may vote or consent, may nonetheless vote and/or consent upon such matter.

- 3.2.6 **Proxies.** At all meetings of the Managers, a Manager may vote by proxy executed in writing by the Manager or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers before or at the time of the meeting and may be of any duration and scope except that a Manager who shall appear in person at a meeting shall void any outstanding proxy for so long as such manager is in attendance.
- 3.2.7 **Action by Managers Without a Meeting.** Action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if the action is evidenced by one or more written consents, as required, describing the action taken, signed by the Managers sufficient to have approved the actions or resolutions at issue had a duly called meeting been held at which all Managers were in attendance and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when the necessary Managers have signed the consent, unless the consent specifies a different Effective Date.
- 3.2.8 **Telephonic/Electronic Meetings.** With respect to a particular meeting or generally with respect to future meetings, the Managers may permit any or all Managers to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all Managers participating may have access to all information communicated between each Manager. A Manager participating in such a meeting is deemed to be present in person at each meeting.
- 3.2.9 **Voting.** Each Manager shall be entitled to one vote. A matter or action submitted to a vote of the Managers with or without a meeting shall be deemed approved if a majority of the Managers approve the matter or action.
- 3.3 **Authority of the Managers.** Subject to the limitations and restrictions set forth in the Act, the Articles, and this Agreement, the Managers shall have the sole and exclusive right to manage the business of the Company and shall have all the rights and powers which may be possessed by Managers under the Act and the Articles including, without limitation, the right and power, on behalf and in the name of the Company, to take the following actions with the consent of a majority of the Managers.

- 3.3.1 Institute, prosecute and complain and defend in all courts in the Company's name;
- 3.3.2 Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in or with real or personal property or any interest in real or personal property, wherever situated;
- 3.3.3 Sell or convey, mortgage, pledge, create a security interest in, lease, exchange, transfer and otherwise dispose of Company Property, but may not sell or transfer substantially all of the Company Property;
- 3.3.4 Purchase or otherwise acquire, own, hold, sell, mortgage, lend, pledge, otherwise dispose of and otherwise use or deal in or with other interest in or obligation of any other Entity;
- 3.3.5 Make contracts or guarantees, incur liabilities, borrow money, issue Company notes, but not obligations that may be convertible into other securities of the Company, or secure any of the Company's obligations by mortgage or pledge of any of the Company Property;
- 3.3.6 Lend money, invest or reinvest Company funds or receive and hold real or personal property as security for repayment of loans, invested or reinvested;
- 3.3.7 Conduct the Company's business, locate its offices and exercise the powers granted by the Act and the Articles within or outside Oregon;
- 3.3.8 Hire employees or contract with agents of the Company, define their duties, fix their compensation;
- 3.3.9 Enter consulting contracts not inconsistent with the Articles of this Agreement or the laws of Oregon for managing the Company's business;
- 3.3.10 Pay pensions and establish pension plans, profit sharing plans and other benefit or incentive plans for any of its employees and agents;
- 3.3.11 Make donation for the public welfare or for charitable, scientific or educational purposes;
- 3.3.12 Transact any lawful business; and
- 3.3.13 Indemnify a Member or Manager or any other person as and to the extent not inconsistent with the provisions of the Act or the Articles.

3.4 Restriction on Authority. In addition to any other consent requirements contained in the Act, the Articles or this Agreement. No Manager shall have the authority to do any of the following acts without the required consent of the Members;

3.4.1 Knowingly do any act in contravention of this Agreement or without the consent of the Members as required by this Agreement;

3.4.2 Knowingly do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;

3.4.3 Possess Company Property, or assign rights in specific Company Property, for other than a Company purpose;

3.4.4 Knowingly perform any act that would subject any Member to personal liability in any jurisdiction;

3.4.5 Confess a judgment against the Company;

3.4.6 Approve any action to sell, lease, exchange, mortgage, pledge or other transfer or disposition of all or substantially all of the Company Property, other than in the ordinary course of business; and

3.4.7 Cause the Company to voluntarily take any action that would cause a Bankruptcy of the Company.

3.5 Duties and Obligations of Managers. In addition to such other duties and obligations as the Managers may have, the Managers shall be responsible for the following:

3.5.1 The Managers shall cause the Company to conduct its business and operation separate and apart from that of any Manager or Member, including without limitation,

3.5.1.1 Maintaining books and financial records of the Company separate from the books and financial records of any entity or affiliate of a Manager or member, and observing all Company procedures and formalities, including without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to the authorization of a Member;

3.5.1.2 Causing the Company to pay its liabilities from Company Property;

- 3.5.1.3 Causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.
- 3.5.2 The Managers shall take all actions which may be necessary or appropriate;
 - 3.5.2.1 For the continuation of the Company's valid existence as a limited liability company under the laws of Oregon and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Member or to enable the Company to conduct the business in which it is engaged; and
 - 3.5.2.2 For the accomplishment of the Company's purposes, including the acquisition, development, maintenance, preservation, and operation of the Company Property in accordance with the provisions of this Agreement and applicable laws and regulations.
- 3.5.3 The Managers shall be under a fiduciary duty to perform the duties of the Managers in good faith, in a manner they reasonably believe to be in the best interest of the Company and its Members, and with such care as an ordinary prudent person in a like position would use under similar circumstances. In discharging these duties, a Manager shall be fully protected in relying in good faith upon the records required to be maintained under this Agreement and upon such information, opinions, reports or statements by any other Manager, Member, or agent, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as the value and amount of the assets, liabilities, profits and losses of the Company or any other facts pertinent to the existence and amount of assets from which distribution to the Member might properly be paid.

3.6 Right to Rely on Managers.

- 3.6.1 Any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:
 - 3.6.1.1 The identity of any Manager or the Member;
 - 3.6.1.2 The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;
 - 3.6.1.3 The persons who are authorized to execute and deliver any instrument or document of the Company; or

3.6.1.4 Any act of failure to act by the Company or any other matter whatsoever involving the Company or a Member.

3.6.2 The signature of one Manager, designated as the President, shall be necessary and sufficient to convey title to any Company Property or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature on the designated Manager shall be sufficient to execute any document necessary to effectuate this or any other provision of this Agreement.

3.7 Management Liability and Indemnity. A Manager is not personally liable for any debt, obligation or liability of the Company merely by reason of being a Manager and is not liable to the Company or its Member for monetary damages for conduct as a Manager. Managers who perform the duties of a Manager in accordance with this Agreement and the Act (to the extent it is consistent with this Agreement) shall not have any liability to the Company or a Member by reason of being or having been a Manager. The Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. However, this provision shall not eliminate or limit one's liability or provide indemnification for:

3.7.1 Any breach of the duty of loyalty to the Company or a Member as described in this Agreement;

3.7.2 Acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;

3.7.3 Any unlawful distribution under this Act; or

3.7.4 Any transaction from which the Person derives an improper personal benefit.

Article IV Capital Contributions

4.1 Contributions. Each Member shall contribute the consideration described for that Member on, and at any time and on the terms specified in the Member's Admission Agreement. No interest shall accrue on any Contribution and the Member shall not have the right to withdraw or be repaid any Contribution except as provided in this Agreement. No Member shall be required to make additional capital contributions without the consent of all Members.

- 4.2 Loans.** A Member may, with the approval of the Company, lend or advance money to the Company. If a Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a contribution to the capital of the Company but shall be a debt due from the Company. The amount of any such loan or advance by a Member shall be repayable out of the Company's cash and shall bear interest at the rate agreed upon between the Company and the Member. A Member shall not be obligated to make any loan or advance to the Company.
- 4.3 Maintenance of Capital Accounts.** An individual Capital Account shall be maintained with respect to a Member's Ownership Interest. The Capital Account shall be (i) credited with all Contributions made on account of such Ownership Interest and the Member's distributive share of all profits (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions made on account of such Ownership Interest and the Member's distributive share of losses. The Capital Account shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. Section 1.704-1(b)(2)(iv) or any successor provision.

Article V Allocation of Profits and Losses

- 5.1 Income and Loss Determination.** The Company's income or loss for each fiscal year will be determined as of the end of such fiscal year by the Company's accountant in accordance with generally accepted accounting principals (GAAP), consistently applied. The Company shall utilize a cash basis method of accounting in the federal income tax informational return filed by the Company for that fiscal year.
- 5.2 Allocation of Profits and Losses.** All Profits and Losses and each item of income, gain, loss, deduction, and/or credit shall be allocated to the Members pro rata in proportion to their Ownership Interest in the Company, subject to the terms of this Agreement. Profits and Losses shall be allocated to a Member ratably on a basis only for that portion of the Company's Fiscal Year for which such Member is a Member. Such items shall not be reallocated as provided in ORS 63.185(4) as a result of the admission of an Additional Member who has acquired an interest in the Company from another Member.

Article VI Distributions

- 6.1 Distributions.** No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Manager, either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business, or (b) the fair market value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitations, the

Company will make distributions of (i) net cash from operations, if any, in proportion to their Ownership interests, (ii) distributions may be made annually or more frequently as the manager determine, (iii) a financial statement shall be prepared based upon reasonable accounting practices and principles to determine the maximum permissible distribution, and (iv) draws to Members as the Managers shall determine. Any distributions shall be in proportion to the Member's Ownership Interest in the Company.

6.2 General Distributions Limitations. Except as otherwise provided for in the Act, the Article of Organization or this Agreement, no Member shall have the right or power to demand or receive a distribution in a form other than cash and shall not be required or compelled to accept a distribution of any asset in-kind, to the extent that the interest distributed would exceed the Member's pro rata share of operation or liquidating distributions. Notwithstanding anything contained in this Agreement or the Articles of Organization to the contrary, no distribution shall be made to a Member in violation of the Act.

6.3 Qualified Reimbursements. Each Member may be entitled to receive qualified reimbursements from the Company related to transactions attributable to Member in the ordinary course of business as described in the transaction business plan. Qualified reimbursements from the Company to any Member shall not be considered a distribution for purposes of this Article 6.

Article VII Transfer of Membership

7.1 Restriction on Transfers. No Member shall have the right or power to transfer, sell or encumber all or part of the Member's Ownership Interest in the Company, without first obtaining the written consent of all of the other Members, and satisfaction of all conditions of transfer or sale in this Section 7. Any consent to sell or transfer Ownership Interest shall be subject to such terms and conditions as the other Members unanimously determine in their sole discretion. Any purported transfer of a Member's Ownership Interest in the Company that is not permitted shall be null and void and of no force or effect whatsoever. In the case of a transfer or attempted transfer of Ownership Interest in the Company that is not permitted, the parties engaging or attempting to engage in such transfer shall indemnify and hold harmless the Company and the other Members from all cost, liability and damage that any of such indemnified persons may incur (including, without limitation, incremental tax liability and attorney fees and expenses) as a result of such transfer or attempting transfer and efforts to enforce the indemnity granted hereby.

7.2 Conditions to Permitted Transfers. A transfer or sale of a Member's Ownership Interest shall not be permitted unless and until each of the following conditions are satisfied:

- 7.2.1 The transferor and transferee shall execute and deliver to the Company such documentation and instruments of transfer as may be necessary or appropriate in the opinion of counsel for the Company to effect such transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement and to assume obligations of the transferor that may be outstanding as of the date of transfer. In the case of a transfer of a Member's Ownership Interests in the Company or involuntarily by operation of law, the transfer shall be confirmed by presentation to the Company of legal evidence of such transfer, in form and substance satisfactory to counsel to the Company. In all cases, the Company shall be reimbursed by the transferor and/or the transferee for all costs and expenses that the Company reasonably incurs in connection with such transfer.
- 7.2.2 The transferor shall, if requested by the Company, furnish to the Company an opinion of counsel, which counsel and opinion shall be satisfactory to the Company that the transfer will not cause the Company to terminate for federal income tax purposes.
- 7.2.3 The transferor shall, if requested by the Company, deliver to the Company an opinion of counsel, in form and substance reasonably satisfactory to the Company, to the effect that the transferor's interest in the Company has been registered under the Securities Act of 1933, as amended, and under any applicable state securities laws, or that the proposed transfer of such interest is exempt from all applicable registration requirements imposed by such laws and that such transfer will not violate any other applicable requirements of federal or state securities laws.
- 7.3 **No Preemptive Purchase Rights.** No Member shall have any preemptive right to purchase additional Ownership Interest in the Company.
- 7.4 **Redemption of Interest.** Notwithstanding Section 7.1 through 7.3, in the event any member is in breach of this Agreement or in the judgment of the Managers a Member is no longer participating in the business for which the Company was formed, upon sixty (60) days notice the Company, at its option, shall purchase all but not less than all of the Ownership Interest of the nonparticipating Member for the amount of that Member's Capital Account, subject to any restrictions on the Company under the Act.

Article VIII Dissolution and Winding Up

- 8.1 **Dissolution Events.** The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following Dissolution Events:
- 8.1.1 The sale of all or substantially all of the Company Property;

8.1.2 The decision of the Members to dissolve, wind up, and liquidate the Company; or

8.1.3 The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company.

Notwithstanding anything in ORS 63.621 to the contrary and except for the events which may cause judicial and administrative dissolution under ORS 63.621(5) and (6), the foregoing events are the exclusive events which may cause the Company to dissolve.

8.2 Winding Up. Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Members, and the Members shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all obligations in this Agreement shall continue in full force and effect until such time as the Company Property has been distributed pursuant to this Section 8.2. The Members shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and property, shall cause the Company Property to be liquidated as promptly as is consistent with obtaining fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient thereof, to be applied and distributed in the following order:

8.2.1 First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members;

8.2.2 Second, to the payment and discharge of all of the Company's debts and liabilities to the Members; and

8.2.3 Third, the balance, if any to the Members.

8.3 Rights of Members. Except as otherwise provided in this Agreement, a Member shall look solely to the assets of the Company for the return on Contribution and shall have no right or power to demand or receive property other than cash from the Company.

Article IX Amendment

9.1 Generally. This Agreement may be amended, restated or modified from time to time only by written instrument adopted by the Members as permitted under Article 2.4, provided, however, that any amendment that would change a required voting percentage for approval of any matter of a Member's voting rights

or amendment that would alter the interest of one or more Members in Profits, Losses, other similar items, or any Company distribution, shall require an affirmative vote of 100 percent of the Ownership Interests of the Members.

Article X Miscellaneous

- 10.1 Application of the Oregon Law.** This Agreement shall be governed exclusively by its terms and by the laws of Oregon.
- 10.2 Construction.** Whenever the singular is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neutral genders and vice versa.
- 10.3 Execution of Additional Instruments.** Each Member agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- 10.4 Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their, representatives, successors and assigns.
- 10.5 Notices.** Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the appropriate parties as such addresses appear on the books of the Company. Except as otherwise provided herein, any such notice shall be deemed to be given on the date of person delivery or three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of US mail, addressed and sent as aforesaid.
- 10.6 Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be enforceable.

Article XI Definitions

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

- 11.1 “Act”** shall mean the Oregon Limited Liability Act.

- 11.2 **“Admission Agreement”** shall mean the agreement between the Member and the Company described in Section 4.1 of the Agreement.
- 11.3 **“Agreement”** shall mean this Operating Agreement as originally executed and as amended or restated from time to time.
- 11.4 **“Articles”** shall mean the Article of Organization of the Company as filed with the Secretary of State of Oregon as the same may be amended or restated from time to time.
- 11.5 **“Capital Account”** shall mean the account maintained with respect the Member determined in accordance with Section 4.3 of this Agreement.
- 11.6 **“Company”** shall refer to Credit Union Wireless, LLC.
- 11.7 **“Company Property”** shall mean any property owned by the Company.
- 11.8 **“Contribution”** shall mean, with respect to a Member, the amount of money and the initial value of any property (other than money) or the fair market value of services contributed or to be contributed to the Company with respect to the interest in the Company held by such person.
- 11.9 **“Dissolution Event”** shall mean the events identified in Section 8.1 of this Agreement.
- 11.10 **“Economic Rights”** shall mean, with respect to any Ownership Interest, a Person’s share of the profits, losses, capital and distributions of Company Property pursuant to the Act, the Article and this Agreement.
- 11.11 **“Effective Date”** shall mean the date the Articles are filed.
- 11.12 **“Entity”** shall mean any general partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.
- 11.13 **“Management Right”** shall mean the right of the Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Member.
- 11.14 **“Member”** shall mean the party who executed a counterpart of this Agreement as a Member.
- 11.15 **“Ownership Interest”** shall mean the Member’s entire interest in the Company including such Member’s Economic Rights and Management Rights.

11.16 "Ownership Percentage" shall mean a Member's ownership percentage as shown on the Admission Agreement.

11.17 "Property" shall mean any property, real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

Effective Date: July 3, 2006

Members:

MaPS Service Agency

By: 

Daniel C. Penn, President