the following described property, to-wit:

Lot Three (3) and Four (4) in Block Two (2) of Laughridge & Cassiday's Addition to the City of Winterset, Iowa,

to me. I further depose and say that I paid the stated consideration recited in said Deed, to-wit: The sum of One Thousand Dollars ($1,000.00) to said grantor in money, and in addition thereto cancelled my claim for care of said grantor. That the consideration that I paid for said Deed was equal to or in excess of the fair and reasonable market value of the remainder interest in said property at the time of said conveyance.

I further depose and say, that wherever in the chain of title to the real estate above described, the names Sam'l H. Allen, S. H. Allen and Samual Harrison Allen appear, they refer to the grantor in said Deed who died in Winterset, Iowa, on July 21, 1946.

I further depose and say that this Affidavit is made for the purpose of establishing of record the facts herein stated.

Dated at Winterset, Iowa, this 16th day of November, A. D. 1953.

Flora Clark

NOTARIAL SEAL

Subscribed and sworn to before me by Flora Clark this 16th day of November, A. D. 1953.

Shirley A. Webster Notary Public in and for Madison County, Iowa.

Adams Township Co-operative Telephone Association
To
The Public

#6445

Filed for record the 17 day of November A. D. 1953 at 10:15 o'clock A. M.

Fee $ 3.00 VGH

Wilma M. Wade, Recorder

ARTICLES OF INCORPORATION OF
ADAMS TOWNSHIP CO-OPERATIVE TELEPHONE ASSOCIATION

We, Clarence Lienemann, Van Meter, Iowa, Roy Woolery, Adel, Iowa, Fred Martens, Winterset, Iowa, Clarence Martens, Winterset, Iowa, and Ivan Russell, Earlham, Iowa, the undersigned Directors of the Adams Township Co-Operative Telephone Association, under and by virtue of the laws of the State of Iowa, as contained in Chapter 498, Code of Iowa, 1950, assuming all the rights, powers, duties and privileges granted by such laws, do hereby adopt the following Articles of Incorporation as a reincorporation of said Adams Township Co-Operative Telephone Association, a corporation duly authorized and existing under the laws of the State of Iowa:

ARTICLE ONE

The name of this corporation shall be the Adams Township Co-Operative Telephone Association and its principal place of business shall be in DeSoto, Dallas County, Iowa.

ARTICLE TWO

This corporation shall commence business as soon as these Articles of Incorporation are filed with the Secretary of State of the State of Iowa and the Certificate of Incorporation is issued by said Secretary of State of the State of Iowa and shall continue for a period of twenty-five (25) years unless dissolved by a three-fourths vote of all the members thereof, which said dissolution can only be had at the annual meeting of the members or at a special meeting called for that purpose. This corporation shall have the power of renewal as provided by law.

ARTICLE THREE

This Association shall have all the rights, powers, duties and privileges which non-profit sharing corporations and associations organized under Chapter 498, Code of Iowa, 1950, may have or exercise under the laws of the State of Iowa.

The object of this Association is primarily to provide telephone service to its members, both local and long distance service, and to buy telephone service from other telephone companies such as switch board service and long distance service, and to extend its lines when the Board of Directors shall see fit; to take over the telephone lines and all equipment now owned by the Adams Township Co-Operative Telephone Association, a corporation whose period of incorporation will expire October 31, 1953, the interest that each member has in the Adams Townshio Co-Operative Telephone Association being turned over to this

Association in lieu of membership fees; and to buy, sell, lease, construct and maintain telephone pole lines, wires, cables or other devices or materials for the transmission of telephone service; to buy, sell and distribute telephone service to its members and to persons not members of the Association; to buy, sell, lease and dispose of real or personal property, or rights or interests therein, necessary to conducting the aforesaid business; to borrow money and to execute its obligations therefor; to make deeds, mortgages, leases and all other documents necessary for the prosecution of its business, and to secure the payment of borrowed money; to buy, sell or mortgage all materials used or needed in the aforesaid business; to make all contracts or agreements with individuals or companies requisite to the proper conducting of all or any portion of the aforesaid business.

ARTICLE FOUR

The general affairs of this Association shall be managed by a Board of Directors which shall consist of Five (5) members elected by the members of the Association at the annual meeting. Said annual meeting shall be the first Monday in January of each year. The first meeting of this Association shall be January 4, 1954. The Board of Directors until the annual meeting shall consist of the following named persons: Clarence Lienemann, Van Meter, Iowa, (President), Roy Woolery, Adel, Iowa, (Vice President), Fred Martens, Winterset, Iowa, Clarence Martens, Winterset, Iowa, and Ivan Russell, Earlham, Iowa.

ARTICLE FIVE

This Association shall not have a Corporate Seal.

ARTICLE SIX

The private property of the members of this Association other than the membership fee shall in no way or manner be liable for any debts or obligations of this Association.

ARTICLE SEVEN

The control of the Association shall be vested in its members on the basis of one vote to each member whose membership has been duly entered upon the books of the Association by the Secretary-Treasurer. Said vote may be cast in accordance with the Statutes of Iowa.

ARTICLE EIGHT

A quorum for the transaction of any business, either at an annual meeting or a special meeting of the membership, shall be not less than Five (5) members who are qualified to vote as provided by Article Seven (7) of these Articles of Incorporation.

ARTICLE NINE

Three (3) members of the Board of Directors shall constitute a quorum to transact any business of the Board of Directors.

ARTICLE TEN

Special meetings of the members of the Association may be called by the President, by a majority of the Board of Directors when such majority shall so order, or by the President whenever the majority of the members of the Association, as shown by the records of the Secretary-Treasurer, shall in writing request the President so to do. In case the President, when so requested, refuses or neglects to call a special meeting, this majority of the members may join in calling the members to a special meeting, which meeting shall be the same as though called by the President. Special meetings shall be called by mailing to each member at his given or last known address, a written or printed notice not less than five days before the day fixed for the special meeting. The notice of special meeting shall state the object for which the special meeting is being called, and no other business shall be transacted at such meeting. The members may in writing waive the time for giving of saidnotice, and consent to the holding of said meeting at any time, and the presence of any member at the meeting will be the equivalent to waiver of said

notice. It shall be necessary, however, to make a special meeting legal, that all members be notified, waiver notice, or appear voluntarily.

ARTICLE ELEVEN

The Board of Directors may admit any members into this Association on the payment of a membership fee of Fifteen Dollars ($15.00) when said new members desire to become engaged in the use of telephone service supplied by this Association. Membership Certificates in due form shall be issued to all charter members and to all others subsequently admitted to the Association. Such membership shall be terminated in accordance with Chapter 498, Code of Iowa, 1950. The conditions of said membership shall be printed upon each Certificate.

ARTICLE TWELVE

These Articles of Incorporation may be amended at any annual meeting called for that purpose by a majority of the quorum present as provided by Article Eight (8) of these Articles of Incorporation.

Dated this 26 day of October, A. D., 1953.

Ivan Russell
Roy Woolery
Fred B. Martens
Clarence Martens
Clarence Lienemann

STATE OF IOWA: MADISON COUNTY: SS

Be it remembered that on this 26 day of October, A. D., 1953, before the undersigned, a Notary Public in and for Madison County, appeared Clarence Lienemann, Roy Woolery, Fred Martens, Clarence Martens and Ivan Russell, each personally known to me to be the identical persons whose names are subscribed to the foregoing Articles of Incorporation of the Adams Township Co-Operative Telephone Association, and each did acknowledge the execution of said Articles of Incorporation to be his voluntary act and deed for the purposes therein named.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(Notarial Seal)

H. Claude Peer Notary Public
in and for Madison County, Iowa.

OFFICE OF THE SECRETARY OF STATE
Des Moines, Iowa.

This instrument recorded in Book I - 15, Page 624, Oct. 28, 1953, Expires Oct. 31, 1978, Cert. No. 6784, Receipt No. 6784, Filed By Clarence Lienemann, Van Meter, Iowa, Filing Fee 5.00 Recording Fee 1.00 COMPARED Melvin D. Synhorst Secretary of State

Miles S. Black
&
Myra Black

#6476

Fee $ 2.80 VGH

Filed for record the 19 day of November A. D. 1953 at 8:30 o'clock A. M.

Wilma M. Wade, Recorder

AGREEMENT

THIS AGREEMENT made and entered into this 13th day of December A. D. 1951, by and between MYLES S. BLACK, party of the first part, and his wife, MYRA BLACK, party of the second part.

WHEREAS, differences have been existing between the said Party of the First Part and the said Party of the Second Part, his wife, over the ownership, operation and management of certain real estate owned by said parties, over the collection of rents from said real estate, over the contracting of indebtedness by reason of the ownership of said farms, over the ownership and operation of a 1948 Pontiac automobile, and which differences between said parties, although staying in the same household, have in effect made a separation between said parties, and if permitted to continue will result in an action of divorce; and, whereas the said parties have settled their differences and each to the other has promised and agreed to resume with each other their relations as husband and wife, providing the following terms and conditions of this agreement are made, kept and performed by said parties.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the said Party of the First Part; in pursuance of the aforesaid proposal and agreement, does hereby, for himself, covenant, promise and agree with the Party of the Second Part, his wife, that the said Party of the