such transaction:

(1) Trustee will give or cause to be given to you a Trust Receipt and Note evidencing such transaction in the form attached to this agreement or in the event your standard form is subsequently amended in the form then currently in effect, copies of which said form will be furnished to Trustee at any time upon request. Each said Trust Receipt and Note shall be dated and effective as of the date of the transaction to which it relates. This agreement shall serve as a Trust Receipt in accordance with the terms of said form as to each transaction hereunder unless and until said form has been executed by or on behalf of the Trustee.

(2) In order to facilitate the execution of said Trust Receipts and Notes, Trustee hereby authorizes you, by any employee or employees of your designation to execute such Trust Receipts and Notes in the name of, and as attorney-in-fact for, Trustee at any time and from time to time.

(3) Whenever you are notified in any manner by Seller with respect to merchandise to be sold by said Seller that Trustee desires you to finance the delivery of such merchandise to Trustee, you may rely upon such notice as a request from Trustee to you to deliver or cause the delivery of such merchandise to the Trustee in a Trust Receipt transaction as herein provided.

(4) You will deliver such merchandise to Trustee or cause the same to be delivered by Seller, who is authorized to make such delivery to Trustee against payment by you to Seller or your engagement to so pay Seller.

(5) You will advise Trustee of each transaction financed by you under this agreement.

This agreement may be terminated by you at any time by written notice to Trustee and by Trustee at any time be written notice delivered to and received by the then manager of the local office of your corporation transacting business with Trustee, or if there be more than one such local office by written notice delivered to and received by the manager of each office, but such termination shall in any case be effective only as to transactions not iniated prior to the receipt of such notice.

Notice of acceptance of this agreement is hereby waived.

Date 8-1-60

ACCEPTED:
GENERAL ELECTRIC CREDIT CORPORATION
By R Nelson

C & G Appliances
By G. R. Glasscock, Partner

I hereby certify that his instrument is the original Agreement to give trust receipts and signatory authorization.

General Electric Credit Corporation
By D. Bremer

Subscribed and sworn to before me by the said D. Bremer this 19th day of August, 1960.

NOTARIAL SEAL

Herbert Rosenberg Notary Public
in and for Polk Co., Iowa

Freeberg Insurance Services, Inc.
To
The Public

#3462

Fee $3.20

Filed for record the 24 day of August A. D. 1960 at 9:50 o'clock A. M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

ARTICLES OF INCORPORATION OF FREEBERG INSURANCE SERVICES, INC.

1960 AUG 17 AM 8:25
Secretary of State Iowa

To the Secretary of State of the State of Iowa:

We, the undersigned, acting as incorporators of a corporation organized under the Iowa Business Corporation act, Chapter 321 of the Laws of the Fifty-Eighth General Assembly (1959) adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Freeberg Insurance Services, Inc.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The Corporation shall have unlimited power to engage in, and to do any lawful act concerning, any or all lawful businesses for which corporations may be organized under this act.

ARTICLE IV

1. The aggregate number of shares which the Corporation is authorized to issue is 1000 consisting of three (3) classes. The designation of each class, the number of shares of each class,and the par value, of the shares of each class, are as follows:

Class	Number of Shares	Par Value per Share
Common Class A	600	$100.00
Common Class B	100	$100.00
Perferred	300	$100.00

2. The preferences, voting rights, if any, limitations, and relative rights in respect of the shares of each class are as follows:

(1) The holders of perferred stock shall be entitled to receive, when declared by the board of directors out of surplus or net profits, cumulative cash dividends at the rate of 6% per annum on the par value thereof, and no more, payable to record stockholders on the respective dates fixed by the board of directors in advance of the payment of each particular dividend which shall be not more than 30 days prior to such dividend date. Dividends on preferred stock shall be declared and funds set aside for their payment before any dividends shall be declared or paid on any junior stock and shall be cumulative from and after the semi-annual dividend payment date next preceeding the date of issue of such shares.

(2) So long as any shares of preferred stock shall remain outstanding, no dividend shall be paid or declared and no distribution shall be made on any junior stock, and no shares of any junior stock shall be redeemed or acquired by the company or any subsidiary unless the full dividend on the preferred stock for all past semi-annual dividend periods shall have been paid and the full dividend thereon for the then current semi-annual dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart; but this restriction shall not prevent the payment of any dividend within 60 days after the date of the declaration thereof if at said date such declaration complied with the provisons of this paragraph.

(3) Such dividends as the board of directors see fit may be declared and paid on any junior stock, payable in cash, stock or otherwise out <u>out</u> of surplus or net profit subject to the provisions of paragraphs (1) and (2), but if any dividends shall at any time be declared on the Class A Common stock then, at the same time, equal dividends shall be declared on the Class B Common stock, and no change may be made in this sub-paragraph without the unanimous written consent of all holders of Class B Common stock.

(4) The company may at any time redeem any or all of its preferred stock by paying accrued dividends, computed without interest, plus:

$124. within one (1) year from date of issue.
$118. during the second (2nd) year after issue.
$112. during the third (3rd) year after issue.
$106. thereafter.

Notice shall be mailed to holders of record of the shares to be so redeemed at their addresses of record, stating the date fixed for redemption, at least thirty days before date fixed.

If the foregoing requirement as to notice has been met, and if on or before the redemption date set all funds necessary for such redemption have been set aside in trust for the holders of such shares which have been called for redemption, then all shares so called

whether or not surrendered for cancellation shall no longer be considered outstanding on or after the redemption date, and all rights with respect to such shares shall cease and determine save only the right of the holders thereof to receive the amount payable on redemption without interest.

(5) In the event of voluntary liquidation, dissolution or winding up of the company, the holders of the preferred stock shall be entitled to receive out of the assets of the company before any payment or distribution to holders of any junior stock such amount as they would have been entitled to receive had such shares been redeemed as hereinbefore provided. After such payment shall have been made in full to the holders of the preferred stock the remaining assets of the company shall be distributed pro rata to the holders of the junior stock according to their respective rights and holdings.

(6) Holders of preferred stock shall have no pre-emptive rights whatsoever. The holders of Class A Common stock shall be possessed of and shall not be denied the pre-emptive to subscribe for any additional issues of Class A Common stock but shall have no pre-emptive rights as to any other class of stock now or hereafter authorized by and issued by the corporation. The holders of Class B Common stock shall be possessed of and shall not be denied the pre-emptive right to subscribe for any additional issues of Class B Common stock but shall have no pre-emptive rights as to any other class of stock now or hereafter authorized by and issued by the corporation.

(7) The consent of the holders of not less than two-thirds of the shares of preferred stock then outstanding given in person or by proxy at a special meeting called for the purpose, the preferred stock voting separately as a class, or, in the alternative, the written consent of the aforesaid two-thirds shall be necessary to validate any of the following:

(A) The authorization or creation of any additional class of stock ranking equal or prior to the preferred with respect to either payment of dividends or distribution of assets in the event of winding up or both, or any increase in the authorized amount of the preferred stock;

(B) The voluntary liquidation of the company or the sale, lease, or conveyance of substantially all of the property or business of the company or the consolidation or merger with any other corporation except a wholly owned subsidiary;

(C) The creation or assumption of any debt which would have the effect of bringing the total indebtedness of the company to an amount in excess of the total assets of the company;

(D) The amendment or repeal of any of the provisions of these Articles of Incorporation so as to adversely effect the rights or preferences of the preferred stock.

(8) Except as hereinafter provided and except as provided by statute or in paragraph (7) of this subdivision all voting rights shall be vested exclusively in the holders of the Class A Common stock. If and when preference dividends aggregating twelve dollars ($12.00) per share payable on the preferred stock shall be in default then the holders of the preferred stock shall be entitled to elect not less than one-third nor more than two-fifths in number of the board of directors and the holders of the Class A Common stock shall be entitled to elect the remining members of the board of directors. If and when all dividends then in default are paid in full then the foregoing power shall be divested from the holders of the preferred stock as aforesaid subject to being revested upon the same conditions.

At all times each stockholder of the company of any class who at a given time possesses voting power for any purpose shall for such purpose be entitled to one vote for each

share of stock standing in his name on the books of the company but cumulative voting shall not be allowed.

(9) Subject to the provisions of paragraphs (3) and (7) of these Articles, these Articles Incorporation may be amended by the affirmative vote of a majority of the outstanding shares of the Class A Common stock of the company.

(10) The meaning of the term 'junior stock' whereever used in these Articles shall mean the Class A and Class B Common stock and any other class of stock of the company hereafter authorized which shall rank junior to the preferred stock in the payment of dividends or in distribution of assets upon dissolution or liquidation of the company.

(11) Whenever the Class A Common stock outstanding is to be increased the said stock shall first be offered to the existing holders of Class A Common stock at par and if not accepted by them within thirty days the stock may then be sold to others.

ARTICLE V

The address of the initial registered office of the corporation is Truro, Iowa, and the name of its initial registered agent at such address if John Freeberg.

ARTICLE VI

The number of directors constituting the initial board of directors of the corporation is four, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their their successors are elected and shall qualify are:

Name	Address
John Freeberg	Truro, Iowa
Wanda Freeberg	Truro, Iowa
John Den Adel	Oskaloosa, Iowa
Dwaine Meyer	Oskaloosa, Iowa

ARTICLE VII

The name and address of each incorporator is:

Name	Address
John Freeberg	Truro, Iowa
John Den Adel	Oskaloosa, Iowa
Dwaine Meyer	Oskaloosa, Iowa

Dated at Oskaloosa, Iowa, this 16th day of August A.D., 1960.

John J. Freeberg
John Freeberg
John Den Adel
John Den Adel
Dwaine Meyer
Dwaine Meyer

STATE OF IOWA MAHASKA COUNTY) SS.

On this 16th day of August AD, 1960, before me, Alvin W. Schultz personally appeared John Freeberg, John Den Adel, and Dwaine Meyer, to me known to be the persons named in and who executed the foregoing Articles of Incorporation, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Alvin W. Schultz Notary Public in and for said County and state.

OFFICE OF THE SECRETARY OF STATE Des Moines, Iowa

This instrument recorded in Book R-18, Page 598, Aug 17, 1960 Expires Perpetual

Cert. No. 16391, Receipt No. 16391 Filed by Dwaine Meyer Atty Oskaloosa Iowa Filing Fee 20.00 Recording 1.50 Melvin D. Synhorst Secretary of State

COMPARED

Town of St. Charles, Iowa By Clerk and Mayor To The Public

#3616

Fee $1.40

Filed for record the 12 day of September A. D. 1960 at 8:00 o'clock A. M.

Mary E. Welty, Recorder

AN ORDINANCE RESTRICTING CERTAIN DISTRICTS TO RESIDENTIAL, SCHOOL, CHURCH AND SIMILAR PURPOSES ONLY, AND PROVIDING PENALTIES FOR VIOLATIONS.

Be It Enacted by the Council of the Town of St. Charles: