

**AMENDED AND SUBSTITUTED ARTICLES OF INCORPORATION
OF
RIVER VALLEY TELECOMMUNICATIONS COOP.**

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

The undersigned cooperative association, acting pursuant to Iowa Code Chapter 499 (the “Code”), hereby adopts the following Amended and Substituted Articles of Incorporation and delivers the same for filing:

ARTICLE 1

NAME

The name of the cooperative association is River Valley Telecommunications Coop. (the “Coop”).

ARTICLE 2

PRINCIPAL PLACE OF BUSINESS

The Coop’s principal place of business shall be located in the City of Graettinger, Palo Alto County, Iowa.

ARTICLE 3

PURPOSES AND POWERS

3.1 Governing Law. The Coop is a cooperative association organized under Iowa Code Chapter 499 and any applicable amendments or successive laws of the State of Iowa (collectively, the “Act”).

3.2 Purposes and Activities. The Coop is organized for the purposes of owning and operating communications networks and facilities for providing communications products and services for the mutual benefit of its members, and to conduct any other activities permitted by the laws of the State of Iowa not inconsistent with such purposes including, but not limited to, the following purposes:

(a) to furnish, improve, and expand communications services to its members and others at the lowest possible cost consistent with the proper maintenance of its networks;

(b) To construct, purchase, lease, acquire, or reconstruct in any manner, or to own, hold, maintain, use, sell or dispose of communications networks, and any other equipment or facilities necessary to the purposes and activities of the Coop;

(c) To purchase, lease, or acquire in any manner and to own, hold, use, sell, mortgage or dispose of any real estate or personal property, or any interest therein, deemed necessary, convenient or appropriate to the purposes and activities of the Coop;

(d) To acquire, own, hold, use and exercise, and to the extent permitted by law, to sell, pledge, hypothecate and in any manner dispose of franchises, rights, privileges, licenses, right-of-way and easements appropriate, convenient or necessary to the purposes and activities of the Coop;

(e) To borrow money, to make and issue bonds, notes and other evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired or for any moneys borrowed or in payment for property acquired or for any of the other purposes or activities of the Coop to secure the payment of such bonds, notes or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges or permits of the Coop, wherever situated, acquired or to be acquired; and

(f) To contract and interconnect with telecommunications or other carriers, wholesale service providers and other communications service providers as appropriate, convenient or necessary to the purposes of the Coop.

3.3 Powers. The Coop, on its own behalf or on behalf of its members, may exercise any power, right or privilege consistent with the Act as may be necessary or convenient to promote or accomplish any of its purposes or activities, including but not limited to all powers granted to ordinary cooperatives under the laws of the State of Iowa. The Coop may exercise any of its powers anywhere.

ARTICLE 4

EXISTENCE

The existence of the Coop is perpetual unless dissolved by its members in accordance with these Articles of Incorporation and the Act.

ARTICLE 5

NON-PROFIT

This Coop shall be operated on a non-profit basis. Net margins will be returned to the Coop's members as provided in Article 9 and the Bylaws of the Coop.

ARTICLE 6

MEMBERSHIP

6.1 Requirements for Membership. Any individual or legal entity with the capacity to enter into contracts shall be a member of the Coop upon receipt of retail communications

services from the Coop. Purchasers of the Coop's services at wholesale, or otherwise for resale, shall not be eligible for membership with respect to such wholesale services. Membership shall become effective upon the date of commencement of service. Membership eligibility terminates upon disconnection of service; however, the Board of Directors may provide for suspension of service during periods of temporary absence of a member.

6.2 Membership Fee. The Board of Directors, at its discretion, may require a membership fee or membership application, with any such fees or forms being uniform for each class of membership.

6.3 Membership Certificates. The Coop shall have no capital stock. Membership in the Coop shall be given by a certificate of membership upon approval of a membership application (if any) and payment of a membership fee (if any) as determined in the Bylaws of the Coop.

6.4 Voting Rights and Classifications of Membership.

(a) Voting. All members shall vote as a single voting class with identical voting rights. Each member shall be entitled to only one (1) vote upon each matter submitted to a vote at a meeting of the members. Cumulative voting is not permitted. Voting by members other than members who are natural persons shall be allowed upon presentation to the Coop of satisfactory evidence regarding the member's authorized representative. Members may vote by mail or by electronic transmission, but only if voting by mail or electronic transmission is permitted by law and approved by the Board of Directors. Voting by proxy is not permitted.

(b) Classification. The Coop may have one or more classes of members in order to recognize differences in contribution to margin of different classes. If the Board establishes more than one class of membership, it shall determine the definitions, the types, the qualifications and rights of each class and make such information readily available to the membership. No member may hold more than one membership of each class in the Coop.

6.5 Restrictions on Transfer. No membership in the Coop shall be transferable. The Board of Directors may expel any member if that member attempts to transfer his membership in violation of this restriction.

6.6 Expulsion of Member. A member may be expelled by an affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors if he, she or it willfully fails to comply with these Articles of Incorporation, the Bylaws or any rules, regulations and policies adopted by the Coop, or if he, she or it fails to pay any debt or obligation due and owing the Coop. The Coop shall pay the expelled member the value of his membership as shown by the books of the Coop on the date of cancellation but not more than the original issuing price of such membership within sixty (60) days after such expulsion, provided, however, that in cases of ineligibility, payment of such value shall be made to the member within two (2) years after the date of ineligibility. Interest shall not, in any case, be paid upon the value of the membership determined above. A member that has been expelled can be reinstated by the Board of Directors or members at any meeting and any action by the members is final.

6.7 Death of a Member. If a member dies, his, her or its membership shall forthwith be cancelled. The value of the membership shall be as shown by the books of the Coop on the date of the member's death but not more than the original issuing price of such membership. In case of death of a member, payment of such value shall be made to the personal representative of such deceased member within sixty (60) days after application by such personal representative in due and proper form. Interest shall not, in any case, be paid upon the value of the membership determined above. To the extent permitted by law, the Board of Directors, in its discretion, may pay a deceased patron's patronage dividends without reference to the order of priority.

6.8 Withdrawal of a Member. Any member of the Coop may withdraw from membership upon payment in full of all debts and obligations to the Coop and in performance and compliance of all contracts with the Coop. The withdrawing member shall be entitled to receive the book value of the membership as shown on the books of the Coop but not to exceed the original issuing price of such membership within sixty (60) days after such withdrawal. Interest shall not, in any case, be paid upon the value of the membership determined above.

6.9 Cancellation of Membership. If a member dies, withdraws, becomes ineligible for membership, or is expelled from the Coop, that member's membership shall be surrendered to and/or cancelled by the Coop as provided in the Bylaws. The death, expulsion or ineligibility of a member shall not impair the member's contracts, debts or obligations to the Coop.

6.10 Right to Set Off. All amounts credited to the capital account of any member, and any other sums held by the Coop that are payable or may become payable to such member, and all payments or other distributions thereof, may be set off against debts owed by such member to the Coop at the time such debts become due and payable. The Coop shall, without further action on its part, have a lien on the membership and its patronage dividends in the amount of all debts owed by such member at the time such debts become due and payable.

6.11 Private Property. The private property of the members of the Coop shall be exempt from execution for the debts of the Coop.

ARTICLE 7

MANAGEMENT

7.1 Management Authority. The business and affairs of the Coop shall be managed by a board of not less than five (5) directors and not more than ten (10) directors, all of who shall be members of the Coop. The Board of Directors shall exercise all of the powers of the Coop except those powers that are conferred upon or reserved to the members by the Act, these Articles of Incorporation, or the Bylaws.

7.2 Election of Directors. Directors shall be elected by the members at the annual meeting of the Coop as provided in the Bylaws. Directors shall serve a term of three (3) years. The terms of the directors shall be staggered, with approximately one-third (1/3) of the directors' terms expiring each year. Absent death, resignation or removal, directors so elected shall serve until their terms have expired and their successors have been elected and qualified. Vacancies on

the Board of Directors occurring for any reason may be filled by the Board of Directors with such appointee serving either until their successors have been elected and shall have qualified.

7.3 Qualification. Each director must be a member of the Coop in order to qualify for office. Any director who ceases to be a member shall also immediately cease to be a director. No person shall be eligible to become or remain a director who is in any way employed by, or whose spouse is in any way employed by, or who has, or whose spouse has, a financial interest (other than a *de minimis* interest in a publicly held company) in an exchange, interexchange, wireless carrier, cable or satellite television provider or other provider of communications services that competes with the Coop in the provision of communications services or similar businesses determined by the Board of Directors to be in competition with the Coop. If it is established that a director is holding office in violation of any of the preceding provisions, that person shall immediately cease to be a director.

7.4 Officers. The Board of Directors shall appoint from their own number a President, one or more Vice Presidents, a Secretary and a Treasurer, and shall fill vacancies in such offices in accordance with the Bylaws. The Board of Directors may also appoint and may remove other officers as deemed necessary, or as the Bylaws may permit or require. The officers shall be chosen each year at the first meeting of the Board of Directors following the annual meeting of the Coop.

7.5 Removal of Director/Officer. At any meeting of the members called for that purpose, any officer or director may be removed by the vote of a majority of all voting members of the Coop. Any vacancy can be filled at the same meeting it is created by the members. If such vacancy is not filled the directors may fill the vacancy at the next meeting of the directors and the director elected shall hold office until the next succeeding regular annual meeting of the members or until his successor shall have been elected and qualified.

ARTICLE 8

MEETINGS OF THE MEMBERS

The annual meeting of the members shall be held on a date designated by the Board of Directors each year at such time and place as may be designated by the Board of Directors in accordance with the Bylaws. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, provided such meetings must be called upon written demand of twenty percent (20%) of the members. Unless a member waives such notice in writing, each member must be provided with not less than ten (10) days advance written notice of the time and place of all meetings and of the purpose of all special meetings.

ARTICLE 9

ALLOCATION AN DISTRIBUTION OF EARNINGS

9.1 Distribution of Earnings. No dividends shall be paid upon the issuing price of membership in this Coop. Net operating margins and non-operating margins shall be allocated to the members and paid as deferred patronage dividends in accordance with Section 499.30 of the Code and the Bylaws of the Coop.

9.2 Control of Allocation. The members may at any meeting control the amount to be allocated to surplus or educational fund within the limits specified in this Article 9.

9.3 Revolving Fund. The Directors may use the revolving fund to pay the obligations or add to the capital of the Coop. In such event the deferred patronage dividends credited to members shall constitute a charge upon the revolving fund and future additions thereto, and on the corporate assets subordinate to creditors then or thereafter existing. Deferred patronage dividends for any year shall have priority over those for any subsequent year unless otherwise specified by law, these Articles, or the Bylaws of the Coop.

9.4 Certificates. The Coop may issue certificates for deferred patronage dividends, which certificates may be transferable or non-transferable as the Board of Directors may, from time to time, determine.

9.5 Credits. Credits or certificates referred to in Sections 9.3 and 9.4 of this Article 9, shall not mature until the dissolution or liquidation of the Coop but shall be callable by the Coop at any time in the order of priority specified in the same Section 9.3 of this Article 9.

ARTICLE 10

DISTRIBUTIONS UPON LIQUIDATION

Upon dissolution of the Coop, the assets of the Coop shall be liquidated and the proceeds first used to pay all liquidation expenses and all debts, liabilities and obligations of the Coop other than deferred patronage dividends or patronage dividend certificates issued by the Coop. Following such payments, the balance of such liquidation proceeds shall be distributed in the manner and the order of priority provided by law and the Bylaws of the Coop.

ARTICLE 11

NON-LIABILITY AND INDEMNIFICATION

11.1 Non-Liability. A director of the Coop shall not be personally liable to the Coop or its members for money damages for any action taken, or any failure to take any action, as a director, except liability for (a) the amount of a financial benefit received by a director to which the director is not entitled; (b) an intentional infliction of harm on the Coop or the members; (c) an unlawful distribution in violation of section 499.72 of the Code; or (d) an intentional violation of criminal law. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Coop for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If Iowa law is hereafter changed to permit further elimination or limitation of the liability of directors for monetary damages to the Coop or its members, then the liability of a director of this Coop shall be eliminated or limited to the full extent then permitted. The directors of this Coop have agreed to serve as directors in reliance upon the provisions of this Article.

11.2 Mandatory Indemnification. The Coop shall indemnify a director of this Coop, and each director of this Coop who is serving or who has served, at the request of this

Cooperative, as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan to the fullest extent possible against expenses, including attorneys' fees, judgments, penalties, fines, settlements and reasonable expenses, actually incurred by such director or person relating to his conduct as a director of this Coop or as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, except that the mandatory indemnification required by this sentence shall not apply to (a) the amount of a financial benefit received by a director to which the director is not entitled; (b) an intentional infliction of harm on the Coop or the members; (c) an unlawful distribution in violation of section 499.72 of the Code of Iowa; (d) an intentional violation of criminal law; or (e) against judgments, penalties, fines and settlements arising from any proceeding by or in the right of the Coop, or against expenses in any such case where such director shall be adjudged liable to the Coop.

11.3 Permissible Indemnification. The Coop may, by action of the Board of Directors, provide indemnification to such of the officers, employees, members and volunteers of the Coop to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by the Act.

11.4 Rights Not Exclusive. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of these Articles of Incorporation or the Bylaws, agreement, vote of members or disinterested directors, or otherwise.

11.5 Repeal or Amendment. Any repeal or amendment of this Article by the members of the Coop shall not adversely affect any right or protection of any person existing at the time of such repeal or amendment.

ARTICLE 12

EXTRAORDINARY TRANSACTIONS

The Coop may finally dissolve or otherwise sell, lease, exchange or otherwise dispose of all or substantially all of its property, with or without goodwill, otherwise than in the usual and regular course of business, on the terms and conditions and for the consideration determined by the Board of Directors, provided that the Board of Directors proposes and the members approve the proposed transaction. The proposed transaction will be approved by the members only upon receiving the affirmative vote of at least two-thirds (2/3) of the members. This Article 12 may be amended or repealed only by a vote of at least two-thirds (2/3) of the members of the Coop.

ARTICLE 13

CONSIDERATION OF CERTAIN PROPOSALS

13.1 Proposals. The Board of Directors of the Coop, when evaluating any proposal from another party involving:

- (a) a tender offer for any securities of the Coop;

- (b) a merger or consolidation of the Coop with or into any other entity;
- (c) a sale, lease, exchange or other disposition by the Coop, or any subsidiary of the Coop, whether or not in partial or complete liquidation, of all or any substantial part of the assets of the Coop or such subsidiary to or with any other entity;
- (d) any issuance or transfer by the Coop or any subsidiary of the Coop of any securities of the Coop or such subsidiary having voting power (whether generally or upon the happening of any contingency), or any securities or instruments convertible into or exchangeable for securities having voting power, to any person or entity in exchange for securities, cash or other property or a combination thereof; or
- (e) any other transaction having an effect similar to any of the foregoing upon the assets, operations or control of the Coop;

shall, in connection with the exercise of its judgment in determining what is in the best interests of the Coop and its members, give due consideration to the following:

- (a) the character, integrity, business philosophy and financial status of the other party or parties to the transaction
- (b) the consideration to be received by the Coop or its members in connection with such transaction, as compared to:
 - (1) the current market price or value of the Coop's assets or securities;
 - (2) the estimated future value of the Coop and its assets and securities; and
 - (3) such other measures of the value of the Coop and its assets and securities as the Board of Directors may deem appropriate;
- (c) the projected social, legal and economic effects of the proposed action or transaction on the Coop and its employees, suppliers, regulatory agencies and customers and the communities in which the Coop and its subsidiaries do business;
- (d) the general desirability of the continuance of the Coop as an independent entity; and
- (e) such other factors as the Board of Directors may deem relevant.

13.2 Good Faith. In giving consideration to the preceding factors, the Board of Directors and each individual director shall be deemed to be performing their duly authorized duties and acting in good faith and in the best interests of the Coop.

13.3 Amendment. This Article 13 may be amended or repealed only by a vote of at least two-thirds (2/3) of the members of the Coop.

ARTICLE 14

BYLAWS

The members or the Board of Directors may adopt, alter, amend or repeal Bylaws as they may deem necessary or advisable from time to time as provided in the Act, consistent with these Articles of Incorporation and the Act.

ARTICLE 15

AMENDMENTS

These Articles of Incorporation may be amended or repealed by the affirmative vote of two-thirds (2/3) of the members present (or represented by mail ballots that are received if voting by mail ballot is permitted) at any annual meeting or any special meeting called for that purpose, provided a copy of the proposed amendments has been provided to each member no fewer than ten (10) nor more than sixty (60) days prior to the date of said meeting. Notwithstanding the foregoing, any article expressly providing that it may not be amended or repealed except upon an affirmative vote of a greater number of members may be amended or repealed only by such greater vote.