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3323Y Xera Rd
Maywood IA 52040

Book 2009 Page 1874

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

AFFIDAVIT
Recorder's Cover Sheet

Preparer Information:
Kenneth L. Moss, 129 1st Avenue East, P.O. Box 274, Dyersville, IA 52040
(563) 875-7178

Taxpayer Information:
William George
119 4th St SE
Dyersville, IA 52040

Return Address:
Moss & Casey
PO Box 274
Dyersville, IA 52040

Grantors:
Henner, L.L.C

Grantees:
William George

Legal Description:
See Page 2

Document or instrument number if applicable:

AFFIDAVIT

STATE OF IOWA)
) ss
COUNTY OF DUBUQUE)

I, Heidi Wall, being first duly sworn on oath, depose and state as follows:

1. I am the sole member and sole manager of Henner, L.L.C., an Iowa Limited Liability Company.

2. This affidavit pertains to the sale of certain real estate by Henner, L.L.C., legally described as follows:

   The East sixty-eight (68) feet of the West one hundred twenty-eight (128) feet of Lots Two (2) and Three (3) of the Plat of the Fractional Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) the same being a part of Lot one (1) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) all in Section Five (5), Township Eighty-Nine North (89N) Range Three (3) West of the 5th Meridian in Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 3.

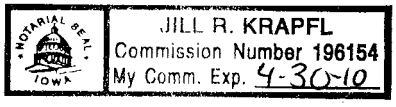
3. That the effective date of the existence of Henner, L.L.C., was determined by the Iowa Secretary of State to be September 16, 2005, and remains in existence as of the date of this affidavit. Subsequent to September 16, 2005, an Operating Agreement was executed by Heidi Wall, the only member and manager, which Operating Agreement continues to be effective to date of this affidavit.

4. The undersigned hereby certifies that the attached Article V - Management, is an exact copy of Article V - Management, as it appears in the original and presently existing Operating Agreement and by this reference is made a part of this affidavit.

5. In general, Article V, Heidi Wall, as manager, has full power and discretion to manage and direct the company's business affairs and properties and in particular, the manager is authorized under Article V, subparagraph 5.03(b)(2), to execute and deliver all conveyances.

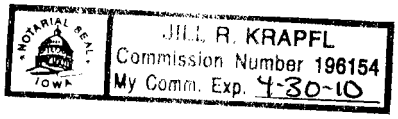
Heidi Wall

Subscribed and sworn to before me this 17th day of March, 2009.



Jill R Krapfl
Notary Public in and for the State
Of Iowa

Subscribed to and sworn to before me this 8th day of May, 2009.



Jill R Krapfl
Notary Public in and for the State
of Iowa

or after the time stated therein, shall be equivalent to the giving of such notice.

4.11 **Indemnification of Members**. The Company shall indemnify each Member for all expenses, losses, liabilities and damages the Member actually and reasonably incurs in connection with the defense or settlement of any action arising out of or relating to the conduct of the Company's activities or the payment of any fine leveled against a Member because of such Member's status as an organizer of the Company or such Member's actions with respect to the Company, except to the extent such sum relates to a matter with respect to which the Member is adjudged to be liable for breach of a fiduciary duty owed to the Company or the other Members under the Act or this Agreement.

ARTICLE V
MANAGEMENT

5.01 **Representative Management**: The Company shall be managed by a manager. The initial manager is Heidi Wall (the "Manager").

5.02 **Time Devoted to Business**. The Manager shall not be an employee of the Company and shall devote his or her time and attention as needed, to the business and affairs of the Company.

5.03 **Powers and Authority**.

(a) General Scope. Except for matters on which the Members' approval is required by the Act or this Agreement, the Manager has full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Section 5.03(b).

(b) Specific Powers.

(1) Subject to the limitations set forth in subsections (3) and (4) below, the Manager is authorized on the Company's behalf, to make all decisions as to (i) the management of all or any part of the Company's assets and business; (ii) the development, sale, lease or other disposition of the Company's assets; (iii) the purchase or other acquisition of other assets of all kinds; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from Members); (v) the prepayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims and debts; (vii) the employment or retention of Persons for the operation and management of the Company's business; and (viii) all elections available to the Company under the federal or state tax law or regulation.

(2) Subject to the limitations in subsection (3) below, the Manager on the Company's behalf may execute and deliver (i) all contracts, conveyances,

assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (ii) all promissory noes, mortgages, deeds of trust, security agreements and other similar documents; (iii) all articles, certificates and reports pertaining to the Company's organization, qualification and dissolution; (iv) all tax returns and reports; and (v) all other instruments of any kine or character relating to the Company's affairs.

(3) The Manager on the Company's behalf may execute and deliver all contracts and all checks, drafts and other orders for the payment of the Company's funds in any amount, and for any purpose at sole discretion of the Manager.

5.04 **Fiduciary Duties**.

(a) Standard of Care.

(1) Exculpation. The Manger shall not be reliable to the Company or any Member for an act or omission done in good faith to promote the Company's best interests, unless the act or omission constitutes gross negligence, intentional misconduct or a knowing violation of law.

(2) Justifiable Reliance. The Manager may rely on the Company's records maintained in good faith and on information, opinions, reports or statements received from any Person pertaining to matters the Manager reasonably believes to be within the Person's expertise or competence.

(b) Self-Dealing. The Manager may enter into a business transaction with the Company if the terms of the transaction are no less favorable to the Company than those of a similar transaction with an independent third party. Approval or ratification by Members holding a majority of all Units of the Company's capital, excluding all Units held by Members having an interest in the transaction, shall constitute conclusive evidence that the terms satisfy the foregoing condition.

5.05 **Indemnification of Manager**. The Company shall indemnify the Manager for expenses, losses, liabilities and damages in accordance with the provisions of the Articles of Organization.

5.06 **Compensation**. The Members may compensate the Manager for services rendered to or on behalf of the Company.

5.07 **Tenure**.

(a) Term. The Manager shall serve until the earlier of: (1) the Manager's resignation; (2) the Manager's removal in accordance with Section 3.02 above; (3) the Manager's Bankruptcy; (4) as to a Manager who is a natural person, the Manager's death