S & B PROPERTIES AND MANAGEMENT COMPANY

GENERAL PARTNERSHIP AGREEMENT

This General Partnership Agreement executed effective as of the 1st day of January, 1984, between G. Leon Berkley, D.O., Rural Route 1, Winterset, Iowa 50273, and Kenneth P. Schultheis, D.O., 3101 Fleur Drive, Des Moines, Iowa 50321.

ARTICLE I

Name. The name of the Partnership shall be S & B Properties and Management Company (the "Partnership").

ARTICLE II

Place of Business. The principal place of business of the Partnership shall be at 6th & University Avenue, Des Moines, Polk County, Iowa, 50314.

ARTICLE III

Nature of Business. The Partnership shall engage in the business of owning, developing and managing commercial, agricultural and rental properties and providing management services and in such other business of a similar nature, or related thereto, as shall be from time to time agreed upon by the Partners.

ARTICLE IV

Duration. The Partnership shall commence on the 1st day of January, 1984, and shall continue until terminated as herein provided.

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ARTICLE V

Capital. The Capital of the Partnership shall be determined, controlled and managed as follows:

A. Authorized. There are hereby authorized for issuance a total of Five Million (5,000,000) Units of interest in the Partnership ("Units").

B. Initial Contributed Capital and Issuance of Partnership Units. G. Leon Berkley, D.O., and Kenneth P. Schultheis, D.O., shall be the initial Partners of the Partnership and shall contribute to the Partnership their entire interest in the property set forth in Exhibit "A" attached hereto and by this reference incorporated herein. And in exchange for such contribution, the Partnership shall issue Units to each of them as follows:

Name of Partner	Number of Units
G. Leon Berkley, D.O.	12,570.50
Kenneth P. Schultheis, D.O.	12,570.50
Total Number of Units Initially Issued	25,141.00

C. Additional Capital. If at any time or times hereafter the then Partners should unanimously determine that further Capital is required in the interest of the Partnership and that the Capital of the Partnership should be increased, the additional Capital shall be contributed by each Partner in proportion to the number of Units owned by such Partner. Any

nonproportionate contribution of Capital shall be eliminated by the issuance of additional Units.

D. Interest on Capital. No interest shall be paid on the initial or on any subsequent contribution of Capital to the Partnership.

ARTICLE VI

Allocation of Depreciation or Gain or Loss on Contributed Property. The Partners understand that for income tax purposes, the Partnership's adjusted basis of some of the contributed property may differ from the fair market value at which such property was accepted by the Partnership at the time of its contribution. Nevertheless, the Partners intend that the general allocation rule set forth in Section 704(c)(1) of the Internal Revenue Code of 1954 shall apply, and that the depreciation or gain or loss arising with respect to such property shall be allocated between the Partners on their respective proportionate ownership of Units of the Partnership in determining the taxable income or loss of the Partnership and the distributive share of each Partner, in the same manner as if such property had been purchased by the Partnership at a cost equal to such adjusted tax basis.

ARTICLE VII

Capital Accounts. An individual Capital Account shall be maintained for each Partner. The Capital of each Partner shall consist of his original contribution of Capital, increased by (1)

additional Capital contributions and (2) any credit balances transferred from his drawing account to his Capital Account, and decreased by (1) distributions in reduction of Partnership Capital and (2) his share of Partnership losses, if charged to the Capital Accounts of the Partners.

ARTICLE VIII

Drawing Accounts. An individual drawing account shall be maintained for each Partner. All withdrawals by a Partner shall be charged to his drawing account. Withdrawals from his or her drawing account may be made at any time by a Partner but any such withdrawals during the year may be reduced to such amounts as the Partners, by a majority vote, determine from time to time shall be withdrawn after taking into account solely the need to retain assets in the Partnership for the purpose of the conduct of the business of the Partnership. Each Partner's share of any Partnership net loss shall be charged to his or her drawing account, unless the Partners, by a majority vote, agree to charge such loss to the Capital Accounts of the Partners. Each Partner's share of Partnership profits shall be credited to his or her drawing account. The Partners may determine by a majority vote to transfer to Partnership Capital all or any portion of the credit balances in the respective drawing accounts of the Partners, provided that the amounts thus transferred shall be in the proportions of the Partners' interests in profits or losses of the Partnership.

ARTICLE IX

Profits and Losses. The net profits, net losses, gains, deductions and credits of the Partnership shall be allocated and distributable or chargeable, as the case may be, to each Partner in proportion to the number of Units owned by each Partner.

ARTICLE X

Salaries to Partners. The Partnership may pay a salary to a Partner for services rendered to the Partnership from time to time determined by majority vote of the Partners.

ARTICLE XI

Loans by Partners. If any Partner shall, with the written consent of the other Partners, advance any monies to the Partnership in excess of the capital contributed as set forth above, the amount of the monies so advanced shall be considered as a loan to the Partnership and shall bear interest until repaid at an annual rate to be determined by Partners and the Partnership.

ARTICLE XII

Limitations on Partners' Powers. No Partner shall, without the written consent of Partners owning at least seventy-five percent (75%) of the outstanding Units of the Partnership:

A. Borrow money in the Partnership name for purposes or utilize collateral owned by the Partnership as security for such loans;

B. Assign, transfer, pledge, compromise or release any of the claims of or debts due the Partnership except upon

payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the Partnership;

C. Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell or contract of sale of all or substantially all the property of the Partnership;

D. Lease or mortgage any Partnership real estate or any interest therein or enter into any contract for any such purpose;

E. Become a surety, guarantor or accommodation party to any obligation.

ARTICLE XIII

Management. The Partnership shall be managed as follows:

A. All actions and votes of Partners required or permitted under the terms of this Agreement shall be conducted pursuant to the following terms and provisions:

1. Each Partner shall have the right to cast one (1) vote for each Partnership Unit owned by such Partner.

2. Except as otherwise expressly set forth herein, in all matters relating to or arising from the conduct of the business of the Partnership, including the making of investment decisions and other policy decisions affecting the conduct of the business of the Partnership, and in all matters requiring a decision or determination by the

Partners under this Agreement, the decision of those Partners owning a majority of the Partnership Units shall be the decision of the Partnership. With respect to any decision to mortgage, sell, trade, transfer or otherwise dispose of any real estate owned by the Partnership, the decision of those Partners owning seventy-five percent (75%) of the Partnership Units shall be the decision of the Partnership.

B. There shall be no General Manager of the Partnership. All business of the Partnership shall be conducted according to the provisions of this Article.

C. Each Partner shall devote such time and attention to the Partnership business as may be agreed upon from time to time by the Partners. In the exercise of their respective functions, the Partners shall diligently employ themselves in the business of the Partnership and be faithful to each other in all transactions relating to the firm and give, whenever required, a true account of all business transactions arising out of or connected with the conduct of the Partnership, and none shall, without the written consent of the others, employ either the Capital or the credit of the Partnership for any purpose other than that of the said Partnership. Each Partner shall inform the other Partners of all his work for and transactions on behalf of the Partnership. No Partner shall have or exercise the authority to bind the Partnership except by

direction of the affirmative vote of the Partners owning a majority of the Units of the Partnership.

D. Nothing contained herein shall be deemed to prevent any of the parties from engaging in whatever other activities he may choose whether individually, jointly or in partnership with others and in any fields or activities in which the Partnership may be active.

ARTICLE XIV

Books of Account. Books of account shall be kept by the Partners and entries made therein of all monies, goods, effects, debts, sales, purchases, receipts, payments and all other transactions of the said Partnership. Said books of account, together with all correspondence, papers and other documents, shall be kept where the business of the Partnership shall be carried on and shall be at all times open to the examination of all Partners.

ARTICLE XV

Fiscal Year. The books of account shall be kept on a fiscal year basis commencing January 1 and ending December 31, and shall be closed and balanced at the end of each fiscal year.

ARTICLE XVI

Banking. All Partnership funds received from any and all sources shall be deposited in the name and to the credit of the Partnership in such bank or banks which are mutually agreed upon by all the Partners. Checks shall be drawn on the Partnership bank account for Partnership purposes only and shall be signed by either

G. Leon Berkley or Kenneth P. Schultheis or such other person as both of them may designate in writing; provided, however, that checks under Five Thousand Dollars ($5,000.00) made payable to suppliers for supplies and/or inventory used in the operation of the Partnership business or to lessors, mortgagees and contract sellers to enable the Partnership to use and/or occupy Partnership property may be signed by any one of the Partners.

ARTICLE XVII

Transfers of Partnership Units. No Partner shall have the right to sell, assign, transfer or pledge all or any part of such Partner's Units in the Partnership, except: (1) with the unanimous approval of all Partners; (2) upon the termination or dissolution of the Partnership in accordance with the terms and conditions provided herein; (3) to another Partner or a member of the immediate family of a Partner, provided that any such other Partner or member of the immediate family of a Partner expressly agrees in writing to be bound to the terms of this Agreement; or (4) as may otherwise be provided in Article XIX herein.

ARTICLE XVIII

Retirement. Any Partner may retire from the Partnership upon ninety (90) days' prior notice to the other Partners.

ARTICLE XIX

Termination and Dissolution. The termination and dissolution of the Partnership shall be determined as follows:

A. Unless the remaining Partners agree to continue the

Partnership in accordance with the terms of this Article, the Partnership shall be terminated upon the occurrence of any of the following events (hereinafter sometimes collectively referred to as the "Event of Termination"):

1. The distribution, sale or disposition of all Partnership properties and assets;

2. The retirement, death, mental illness, incapacity, dissolution of marriage, insolvency or bankruptcy of a Partner;

3. The sale, assignment, transfer, pledge, hypothecation, encumbrance or other disposition by any Partner of all or any portion of his Partnership Units which does not conform to the provisions of Article XVII of this Agreement.

B. 1. Notwithstanding Section A of this Article, the Partnership shall not be terminated (a) upon the death of a Partner if the successors to his Partnership Units by bequest or operation of law are his lineal descendants or ascendants (or a trustee for the benefit of such persons) and if such successors agree to be bound by the terms of this Agreement prior to the date of distribution of such interest from the estate of the deceased Partner; or (b) upon the sale, assignment, transfer or other disposition by a Partner of all or any portion of his Partnership Units (i) to a lineal descendant of such Partner if not

later than the date of such disposition such lineal descendant agrees to be bound by the terms of this Agreement or (ii) to another Partner in this Partnership whose entire Partnership interest shall be thereby bound by the terms of this Agreement. Any successor shall become a General Partner subject to all the terms and conditions of this Agreement upon transfer of all or any part of a Partnership interest to him in accordance with this paragraph 1.

2. In the event of the death, mental illness, incapacity, dissolution of marriage, bankruptcy or retirement of any Partner from the Partnership, or the disposition of Partnership Units in any manner described in Section A.3. of this Article (except as provided in paragraph 1 of this Section) by any Partner (such Partner hereinafter being referred to as "Terminating Partner"), the remaining Partners shall have the right to continue the Partnership by giving the Terminating Partner or his successor or legal representative written notice of such intention within thirty (30) days following the date of the event otherwise causing such termination. In the event the remaining Partners so elect, they shall have the right to continue the business of the Partnership under its present name, either as a sole proprietorship or as a Partnership in conjunction with any other person

or persons they may select, but the Units of Partnership owned by said Terminating Partner may be purchased in the manner provided in Article XX hereof for the fair market value of said Units as provided in Article XXI hereof, with the payment of the purchase price to be made as provided in Article XXII hereof.

ARTICLE XX

Manner of Purchase of Partnership Units of Terminating Partner. Each remaining Partner shall have the right and option to buy the fraction of the Terminating Partner's Units in the Partnership equal to one (1) divided by the number of remaining Partners in the Partnership. Any remaining Partner may purchase less than the full number of the Terminating Partner's Units being offered to him and the other remaining Partners shall have the option and right to purchase the balance of such Terminating Partner's Units under the same terms and procedures as for the original offer of the Terminating Partner's Units. The Partnership itself shall have the right and option to purchase any Units not so purchased as hereinbefore provided upon the same terms and conditions. The right and options provided in this Article XX shall be exercised, if at all, in the following manner:

A. Remaining Partner. By written notice to the Terminating Partner, the other remaining Partners and the Partnership within thirty (30) days following the written notice of intent to continue the Partnership as described in Article XIX B.2. hereof.

B. Partnership. By written notice to the Terminating Partner, and the remaining Partners within sixty (60) days following the written notice of intent to continue the Partnership as described in Article XIX B.2. hereof.

ARTICLE XXI

Valuation of Terminating Partner's Units. The fair market value of the Terminating Partner's Units shall be the sum of (1) his or her Capital Account, (2) any unpaid loans due him, (3) his or her proportionate share of the amount (including but not limited to accrued net profits) remaining undistributed in his or her drawing account, and (4) his or her interest in any appreciation or depreciation, as the case may be, in the fair market value (not including goodwill) of the Partnership property over or under, as the case may be, its book value.

The fair market value of the Terminating Partner's Units as hereinbefore determined shall be agreed upon between the remaining Partners and the Terminating Partner, or, if no agreement can be reached within thirty (30) days of the date the remaining Partners notify the Terminating Partner or his legal representative of their intention to continue the Partnership, then such fair market value shall be determined by one (1) independent certified appraiser mutually agreed upon by the parties; if the parties cannot mutually agree upon an independent certified appraiser or either party disagrees with the value established by such one (1) appraiser, then the remaining Partner shall select one (1) independent certified

appraiser and the Terminating Partner or his legal representative or successor in interest shall select a second independent certified appraiser. The two (2) appraisers so selected shall select a third appraiser, and the mean average value of the three (3) appraisals so made shall determine the fair market value of such Units. A written notice of the fair market value of the Terminating Partner's interest shall be delivered to each Partner (including the Terminating Partner).

Anything in the foregoing to the contrary notwithstanding, the Partners may from time to time agree in writing as to the fair market value of the Partnership property, and such agreement will be binding upon all Partners so agreeing if made not more than one (1) year prior to the event giving rise to the sale of the Terminating Partner's interest.

ARTICLE XXII

Payment of Purchase Price. The fair market value of the Terminating Partner's Units as determined in the above paragraph shall be paid to the Terminating Partner, or to the legal representatives of the Terminating Partner, as the case may be, in a manner and schedule to be agreed upon but not to exceed sixty (60) equal monthly installments, commencing on the first day of the second month after the effective date of the purchase, including interest computed at an annual rate and redetermined as of January 1 of each year equal to the average of the prime rate as defined in its common usage then being charged by the three (3)

largest banks located in Polk County, Iowa. The purchaser of the Units shall have the right to accelerate any or all such principal payments (in the inverse order of their due date where not all such payments are accelerated) at any time without penalty after the first twelve (12) regular monthly payments.

ARTICLE XXIII

Termination. In the event all of the Units of Partnership owned by the Terminating Partner are not purchased by either the remaining Partners or the Partnership or in the event the Partners mutually agree to dissolve the Partnership, the Partnership shall terminate and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership. The assets of the Partnership shall first be used to pay or provide for all debts of the Partnership. Thereafter, all monies remaining undistributed in the drawing accounts of the Partners shall be paid to the Partners respectively entitled thereto. Then the remaining assets shall be divided according to the proportionate interests of the Partners on the basis of their Units of Partnership as they stood upon the date of such termination after crediting or debiting thereto the net profit or loss accrued or incurred, as the case may be, from the date of the last accounting to the date of termination.

ARTICLE XXIV

Miscellaneous. The following miscellaneous provisions are applicable to this Agreement:

A. All notices provided for under this Agreement shall

be in writing and shall be sufficient if sent by certified mail, postage prepaid, to the last known address of the party to whom such notice is to be given as shown in the Partnership records. Notices given by certified mail shall be deemed delivered the date of deposit in the United States mails.

B. The parties hereto covenant and agree that they will execute any further instruments and that they will perform any acts which are or may become necessary to effectuate and to carry on the Partnership created by this Agreement.

C. This written Agreement constitutes the entire agreement of the parties and may only be amended by written agreement of all Partners.

D. This Agreement shall be binding on each party hereto and his heirs, successors, assigns and legal representatives.

E. Each of the Partners hereby irrevocably waives any right he or she may otherwise have to maintain any action for partition with respect to the property of the Partnership.

F. This Agreement is entered into pursuant to and shall be controlled by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

X G. Leon Berkley

G. Leon Berkley, D.O.

Kenneth P. Schultheis, D.O.

S & B PROPERTIES
DES MOINES, IOWA
BALANCE SHEET
APRIL 16, 1984

ASSETS

CURRENT ASSETS:	
General Checking	$ 559.
Notes Receivable - Yugend Medical Associates, PC	9,582.
TOTAL CURRENT ASSETS	$ 10,141.
FIXED ASSETS:	
Building	75,318.
TOTAL ASSETS	$ 85,459.
CURRENT LIABILITIES:	
Mortgage Payable - Current Portion	$ 345.
Real Estate Taxes Payable	667.
TOTAL CURRENT LIABILITIES	$ 1,012.
LONG-TERM LIABILITIES	
Mortgage Payable - Long-Term Portion	59,650.
TOTAL LIABILITIES	$ 60,662.
PARTNERS' EQUITY:	
Capital Contributed	$ 26,176.
LESS - Net (Loss)	(1,379.)
PARTNERS' EQUITY	$ 24,797.
TOTAL LIABILITIES AND PARTNERS' EQUITY	$ 85,459.

Exhibit "A"