STATE OF IOWA MADISON COUNTY : SS

Now on this 8th day of December, 1965, before me, Lewis H. Jordan, a Notary Public in and for Madison County, State of Iowa, personally appeared Billy W. Farlow and Herbert T. Reed, to me personally known, who by me being duly sworn, did say that they are the persons described in and who executed the foregoing Articles of Incorporation, and acknowledged that they executed the same as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above stated.

Lewis H. Jordan
Lewis H. Jordan Notary Public
in and for Madison County, Iowa.

(NOTARIAL SEAL)

OFFICE OF THE SECRETARY OF STATE DES MOINES, IOWA

This instrument recorded in Book T-21, Page 513, Dec. 13, 1965 Expires Dec. 13, 1985, Cert. No. 32289, Receipt 32289, Filed by Webster, Frederick Jordan Attys, Winterset Filing Fee 20.00 Recording Fee 1.50 COMPARED Gary L. Cameron Secretary of State.

Walter Edward Clark
To
The Public

#23
Fee $1.50

Filed for record the 4 day of January A. D. 1966 at 11:30 o'clock A. M.

Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY) SS

I, Walter Edward Clark, being first duly sworn, on oath depose and state that I am a resident of Madison County, Iowa, and am well and personally acquainted with the following described real estate situated in Madison County, Iowa, to-wit:

The South One-fourth of Lot Eight (8) in South Addition of Outlots to Winterset, Iowa,

and am acquainted with the ownership and occupancy thereof, and am well and personally acquainted with all of the individuals hereinafter named.

That the Walter Clark shown as the title holder to said real estate is one and the same person as Walter William Clark who died a resident of Madison County, Iowa, on December 29, 1960. That the said Walter William Clark died intestate, leaving as his surviving spouse Berteen Clark, and leaving as his sole and only heirs-at-law Lucille Hanson, Marjorie Mantz, Walter Edward Clark and Marabelle Wilson, all of whom are of full legal age and under no legal disability. That no estate was administered upon with respect to the said Walter William Clark; that all debts and claims including expenses of last illness and burial of said Decedent have been paid in full; that said Decedent owned no property at the time of his death other than the real estate above described, which real estate had a value at the time of his death not to exceed $7,250.00. That there is no liability against said Decedent or his said property for Iowa inheritance tax or Federal estate tax.

I further depose and state that the possession of the said Walter William Clark to said real estate and the possession of his grantors' and predecessors in the record chain of title to said real estate was open, notorious, continuous, adverse and hostile under claim of right and color of title since prior to January 1, 1940.

Executed this 31 day of December, 1965.

Walter Edward Clark

Subscribed and sworn to before me this 31 day of December, 1965.

Martha K. Paton Notary Public
in and for said County.

(NOTARIAL SEAL)

CERTIFICATE OF RECORD

I, Mary E. Welty, Recorder of Madison County, Iowa, do hereby certify that the foregoing affidavit was filed in my office by the owners in possession of the real estate above described

as set forth therein, in accordance with the provisions of Section 614.17, Code of Iowa.

COMPARED

Mary E. Welty Recorder
of Madison County, Iowa.

Norman D. McIntyre
To
Velma J. McIntyre

#82
Fee $4.50

Filed for record the 6 day of January A. D. 1966 at 11:50 o'clock A. M.

Mary E. Welty, Recorder

GENERAL PARTNERSHIP AGREEMENT

This agreement made and entered into this 31st day of December A.D., 1965 by and between Norman D. McIntyre and Velma J. McIntyre, husband and wife, of Earlham, Madison County, Iowa, WITNESSETH:

Whereas, Norman D. McIntyre and Velma J. McIntyre, desire to purchase and operate the nursing home now under construction by theEarlham Industries of Earlham, Iowa, an Iowa Corporation, under the name of Maple Lin Manor from capital which each will contribute;

Now, Therefore, intending to be legally bound hereby, the parties hereto agree to form a general partnership under the laws of the State of Iowa, under the following terms and conditions.

ARTICLE I.

Name and Place of Business

1. The name of the partnership shall be MAPLE LIN MANOR.

2. The principal place of business of the partnership shall be at Popular & Center Street, Earlham, Iowa upon the following described property, to-wit:

Lots Three (3) and Four (4), in Block Eight (8),
of Wilson's Addition to the Town of Earlham,
Madison County, Iowa.

ARTICLE II.

Purposes of Business

3. The partnership shall be engaged in owning, operating, and maintaining a nursing home on the premises described in Article I, paragraph 2 thereof, under the name of MAPLE LIN MANOR.

ARTICLE III.

Capital Contributions, Accounts and Withdrawals

4. Each partner shall contribute the sum of $250.00 of which $500.00 shall be paid into the partnership on or before 1st day of April, 1966. It is agreed that the partnership interests of the partners shall be the same.

5. An individual capital account shall be maintained for for each partner.

6. Except by unanimous agreement of the partners, or on dissolution, the capital contribution of the partners shall not be subject to withdrawal.

7. The fund of the partnership shall be deposited in the Earlham Savings Bank, Earlham, Iowa and all of the funds shall be withdrawable only by checks signed by such person or persons as shall be designated by the partners.

ARTICLE IV

Profits and Losses

8. The net profits or net losses of the partnership shall be distributable or chargeable as the case may be, to each of the partners in equal proportions.

9. An individual income account shall be maintained for each partner. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of the calendar year.

10. If there be no balance in the individual income accounts, net losses shall be debited to the individual capital accounts. If the capital account of a partner shall have been depleted by the debiting of losses under this paragraph, future profits of that partner shall not be credited to his income account until the depletion shall have been