



**Department of State.**

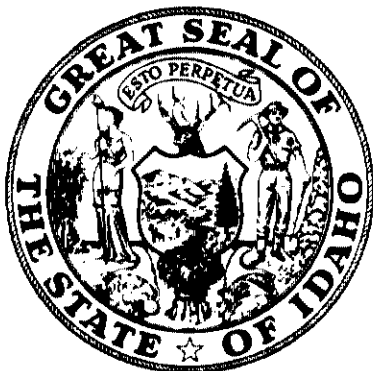
**CERTIFICATE OF REGISTRATION  
OF**

**REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP to transact business in this State under the name REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated January 30, 1986



*Pete T. Cenarrusa*

SECRETARY OF STATE

by: \_\_\_\_\_

JAN 23 1 12 PM '86  
SECRETARY OF STATE  
FOREIGN LIMITED PARTNERSHIP  
APPLICATION FOR REGISTRATION

JAN 30 1 34 PM '86  
SECRETARY OF STATE

FOR

REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP

AN OHIO LIMITED PARTNERSHIP

The undersigned general partner of REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP, an Ohio limited partnership, pursuant to the provisions of 53-249 Idaho Limited Partnership Act, hereby declares:

1. The name of the limited partnership is Rexburg Geriatric Care Company Limited Partnership and the name under this it proposes to transact business in Idaho is the same.

2. The limited partnership was formed under the laws of the State of Ohio on January 21, 1986.

3. The general character of the business which the partnership intends to conduct within the State of Idaho is real estate investment and related activities.

4. Kenneth L. Mallea, 537 West Bannock Street, Suite 215, Boise, Idaho 83701, is hereby appointed agent for the purpose of accepting service of process on Rexburg Geriatric Care Company Limited Partnership.

5. The address of the office required to be maintained in the State of its formation or, if no such office is required, the principal office of the partnership is:

1810 Mackenzie Drive  
Columbus, Ohio 43220

6. The names and places of residence of the General Partners of the Partnership are:

Ralph E. Hazelbaker  
4325 Woodhall Road  
Columbus, Ohio 43220

David M. Kauffman  
3675 West Henderson Road  
Columbus, Ohio 43220

John M. Haemmerle  
1449 Picardae Court  
Powell, Ohio 43065

The name and place of residence of each Limited Partner of the Partnership is:

Americare Corp.  
1810 Mackenzie Drive  
Columbus, Ohio 43220

IN WITNESS WHEREOF, the undersigned Rexburg Geriatric Care Company Limited Partnership has caused these presents to be executed by its duly authorized general partner this 16th day of January, 1986.

REXBURG GERIATRIC CARE COMPANY  
LIMITED PARTNERSHIP

By: Ralph E. Hazelbaker  
General Partner

STATE OF OHIO :  
: SS  
COUNTY OF FRANKLIN :

BEFORE ME, the undersigned authority, personally appeared Ralph E. Hazelbaker, as General Partner of REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP, who by me being first duly cautioned and sworn upon his oath, acknowledged before me that he executed the foregoing instrument under the powers vested in him by REXBURG GERIATRIC CARE COMPANY LIMITED PARTNERSHIP for the purposes therein set forth.

WITNESS my hand and official seal on this the 16 day of January, 1986.

Sharon A. Everett  
Notary Public

My commission expires:

SHARON A. EVERETT  
Notary Public, State of Ohio  
My Commission Expires Dec. 2, 1986

WD/19

This is to certify that the foregoing is a true and correct copy of a *partnership* as record in Records Office, Franklin County, Ohio, in volume *683* page *516*. In testimony whereof I have hereunto subscribed my name and affixed my official seal *Jan 21st* day of *Jan* 1986

FRANKLIN COUNTY, OHIO  
Recorded: *JAN 21 1986* Time: *8:25 A*  
JOSEPH W. TESTA, Recorder  
Recorder's Fee \$ *14.00*

Recorder  
*Jois A. Timmons*  
CLERK OF COURT

CERTIFICATE OF FORMATION  
OF  
A LIMITED PARTNERSHIP

65794

We the undersigned, desiring to form a Limited Partnership under the provisions of Chapter 1782 of the Ohio Revised Code, do hereby certify:

1. The name of the Partnership is: *Rexburg Geriatric Care Company Limited Partnership.*

2. The character and purpose of the partnership business is development, ownership and operation of a nursing home and assisted living complex and related facilities to be located in the State of Idaho and any and all activities related or incidental thereto.

3. (a) The location of the principal place of business is: *1810 Mackenzie Drive, Columbus, Ohio 43220.* (b) The address of the office where the records required be maintained pursuant to Ohio Revised Code Section 1782.04 are to be located at: *1810 Mackenzie Drive, Columbus, Ohio 43220.* (c) The name and address of the agent for Service of Process is *David M. Kauffman, 2867 Cranston Drive, Dublin, Ohio 43017.*

4. The names and places of residence of the General Partners of the Partnership are:

<i>Ralph E. Hazelbaker</i> <i>4325 Woodhall Road</i> <i>Columbus, Ohio 43220</i>	<i>John M. Haemmerle</i> <i>1449 Picardae Court</i> <i>Powell, Ohio 43065</i>
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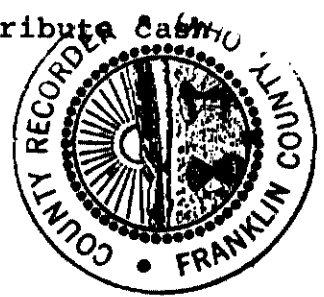
*David M. Kauffman*  
*3675 West Henderson Road*  
*Columbus, Ohio 43220*

The name and place of residence of each Limited Partner of the Partnership is:

*Americare Corp.*  
*1810 Mackenzie Drive*  
*Columbus, Ohio 43220*

5. No time or events have been agreed upon permitting a Partner to terminate his membership in the Partnership, or providing for distributions to such Partner in the event of termination of membership.

6. Each General Partner has agreed to contribute *cash* as follows:



<u>Name</u>	<u>Contribution</u>
Ralph E. Hazelbaker	\$100.00
John M. Haemmerle	\$100.00
David M. Kauffman	\$100.00

Each Limited Partner has agreed to contribute cash as follows:

<u>Name</u>	<u>Contribution</u>
Americare Corp.	\$100.00

No property is to be contributed to the Partnership.

7. No agreements have been made by any Partner to make any additional contributions of cash or property.

8. There is no right to receive, or of the General Partner to make, a return of all or a part of a Partner's contribution except in the event of dissolution.

9. The Limited Partnership is dissolved and its affairs wound up, upon the first to occur of:

(a) January 1, 2025;

(b) 90 days after the resignation, withdrawal, death, bankruptcy, adjudication of incompetency, or dissolution and winding up of the last remaining General Partner, unless the Limited Partners vote to elect a new General Partner to carry on the business of the Partnership as a successor General Partner;

(c) The written determination of the General Partner, and the affirmative vote of Limited Partners after all agreed capital contributions have been made;

(d) The sale or other disposition of all or substantially all the assets of the Partnership;

(e) An event which makes it unlawful for the Partnership business to be continued; or

(f) The death, withdrawal, bankruptcy or adjudication of incompetence of the last remaining Limited Partner.

10. A Limited Partner can substitute an assignee as contributor in his place only if all the following conditions are met.

(a) The assignee meets all of the requirements applicable to a Limited Partner and consents in writing in form satisfactory to the General Partners to be bound by the Partnership Agreement;



(b) The assignor has fully paid his capital contributions;

(c) The General Partner consents in writing to such assignment;

(d) Upon the request of the General Partner, an opinion of counsel for the Partnership is obtained stating that, in the opinion of said counsel, such assignment will not result in the termination of the Partnership or otherwise affect the tax status of the Partnership, and will not violate the Securities Act of 1933, as amended, the rules and regulations of the Securities and Exchange Commission thereunder, and all applicable state securities law; and

(e) The assignor, assignee, and (if deemed necessary by the General Partners) all other Partners execute all such certificates and other documents and perform all such acts as the General Partners deem necessary or appropriate to effect a valid transfer and to preserve the rights, status and existence of the Partnership.

11. Upon the death, retirement, dissolution or adjudication of bankruptcy or incompetency of a General Partner (other than the last remaining General Partner), the remaining General Partners may continue the business of the Partnership. Upon the death, withdrawal, dissolution or adjudication of incompetency of the last remaining General Partner the Partnership will terminate unless within 90 days thereafter, the Limited Partners elect a new General Partner to carry on the Partnership business as a successor General Partner.

12. A Partner has a right to receive distributions of property including cash only in respect to his share of the profits of the Partnership, and upon liquidation of the Partnership.

13. If the General Partners decide, in their sole discretion, that the Partnership requires additional funds, the General Partners may, without the approval of the Limited Partners, cause the Partnership to raise such funds by offering additional limited partnership interests for sale, provided certain conditions specified in the Partnership Agreement are satisfied.

LIMITED PARTNER:

AMERICARE CORP.

By: [Signature] Controller  
(name) (title)

GENERAL PARTNERS:

[Signature]  
Ralph E. Hazelbaker

*John M. Haemmerle*  
 John M. Haemmerle  
*David M. Kauffman*  
 David M. Kauffman

STATE OF OHIO :  
 : SS  
 COUNTY OF FRANKLIN :

Before me, a Notary Public in and for the County and State aforesaid, personally appeared the above named Ralph E. Hazelbaker, John M. Haemmerle and David M. Kauffman as General Partners and Americare Corp. as Limited Partner, and acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Columbus, Ohio, this 17 day of January, 1986.

*Sharon A. Everett*  
 Notary Public

When Recorded Please Mail To:

David M. Kauffman, Esquire  
 2867 Cranston Drive  
 Dublin, Ohio 43017

SHARON A. EVERETT  
 Notary Public, State of Ohio  
 My Commission Expires Dec. 2, 1986

WD/19

MAIL

