

St. Clairsville, Ohio

April 8, 2009

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland and Ginny Favede, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ALLTEL	Cell phone service & new equipment-Common Pleas/General Fund	197.55
A-AT&T	Telephone-Public Defender/General Fund	281.01
A-Cardmember Services	Travel expenses-C. Probst/General Fund	868.18
A-Cardmember Services	Travel expenses-G. Favede/General Fund	212.53
A-Cardmember Services	Travel expenses-M. Coffland/General Fund	436.96
A-Cardmember Services	Travel expenses-C. Henry/General Fund	2,213.50
A-County Loss Control Coordin.	2009 Reg. Fee-J. Regis/General Fund	125.00
A-Digital Data Communications	Computer & Printer-Prosecutor/General Fund	1,480.10
A-John M. Zingo and others	Travel expenses-Veterans/General Fund	157.05
A-MOS Office Systems	Typewriter Repair/General Fund	67.00
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	373.82
J-Thomas A. Schirack, A.S.A.	Contract Services/Real Estate Assessment Fund	19,845.00
M-Joy Poe All*Star	Placement-Cheering/Placement II Juvenile Court Fund	340.00
M-Mary Lyle	Mileage/Intake Coordinator-Juvenile Court Fund	180.00
N-W.G. Tomko, Inc.	Applic. #15 (FINAL)/Jail Construction Fund	37,732.92
P-Bridgeport Equip. & Tool	Materials/BCSSD Funds	149.50
P-Renee' Wilson	Travel expenses/BCSSD Funds	141.75
S-Belmont Co. Sheriff Dept.	GAL Check/Juvenile Ct. General Special Projects Fund	490.00
S-Courtview Justice Solutions	Support Billing/Probate Court Computer Fund	2,400.00
S-Lilienthal Southeastern	Marriage Binders/Probate Court Computer Fund	195.00
S-Ohio Judicial College	Training/Juvenile Ct. General Special Projects Fund	50.00
S-Wal-Mart Community	Food Service expenses-GS/District Detention Home Fund	2,208.20

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for April 8, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$2,025.21; \$2,378.14; \$1,250.86
A_GENERAL/AUDITOR	\$1,395.45
A-GENERAL/SHERIFF	\$22,547.24; \$149.10; \$102.32
A-GENERAL/EMA	\$3,438.18
A-GENERAL/911	\$4,371.27
E/911	\$677.02
H-Job & Family, CSEA	\$10,382.93
H-Job & Family, Public Assistance	\$264.59; \$9,101.33; \$38,719.06; \$775.30
H-Job & Family, WIA	\$84,172.88
K-Engineer MVGT	\$44,664.46; \$2,227.50
M-Juvenile Ct. – Title IV-E Reimb	\$479.75
P-Sanitary Sewer District	\$42.01; \$2,809.98; \$105,000.00; \$9,686.00; \$20,556.93; \$805.50; \$33,854.57
S-District Detention Home	\$4,202.97
S-Job & Family, Children Services	\$25,270.14; \$31,984.00; \$28,379.10; \$374.63
S-Oakview Juvenile Residential Center	\$4,514.01
S-Sheriff CCW	\$772.70
T-Sanitary Sewer District	\$271.34

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF TRANSFERS WITHIN THE
BELMONT COUNTY GENERAL FUND/SHERIFF DEPT.

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within the Belmont County General Fund/Sheriff Dept.

FROM	TO	AMOUNT
E-0131-A006-A11.000 FOJ	E-0131-A006-A09.000 Medical	10,000.00
E-0131-A006-A11.000 FOJ	E-0131-A006-A06.011 Contract	8,400.00
E-0131-A006-A11.000 FOJ	E-0131-A006-A16.000 Other	3,000.00
E-0131-A006-A11.000 FOJ	E-0131-A006-A08.000 Food	<u>9,432.00</u>
TOTAL		30,832.00

Note: This will correct second appropriation to FOJ Allowances.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
SSD#1 CAPITAL IMPROVEMENTS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the SSD#1 Capital Improvements Fund.

FROM	TO	AMOUNT
E-9023-N023-N04.055 Contract Projects	E-9023-N023-N08.010 Materials	\$ 25,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE COMMON PLEAS COURT GEN SPEC PROJECTS FUND S89**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Common Pleas Court General Special Projects Fund S89.

FROM	TO	AMOUNT
E-1572-S089-S06.002 Salaries	E-1572-S089-S10.074 Transfer Out	300.00
E-1572-S089-S02.000 Guardian Ad Litem	E-1572-S089-S10.074 Transfer Out	375.00

Note: Correction of PO 159632, Partial #7, #8 and #18.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER BETWEEN THE
BELMONT COUNTY GENERAL FUND AND DISTRICT
DETENTION HOME FUND S33**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer between the Belmont County General Fund and the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0051-A001-A33.000 Dist Detention Home (2nd quarter monies for 2009)	R-0910-S033-S20.574 Transfers In	\$100,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
SHERIFF COMMISSARY FUND AND GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers between funds from the Sheriff General Fund and the Commissary Fund/Sheriff's Office.

FROM	TO	AMOUNT
E-5100-S000-S01.010 Supplies	E-0131-A006-A02.002 Administrative Payroll	8,198.40
E-5100-S000-S01.010 Supplies	E-0131-A006-A13.003 PERS/SPRS	1,147.78
E-5100-S000-S01.010 Supplies	E-9891-Y091-Y01.006 Health Insurance	1,453.72
E-5100-S000-S01.010 Supplies	E-0131-A006-A14.004 Wk. Comp.	327.93
TOTAL		11,127.83

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER BETWEEN FUNDS FOR
THE COMMON PLEAS COURT GENERAL SPECIAL
PROJECTS FUND & GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds for the Common Pleas Court General Special Projects Fund and General Fund.

FROM	TO	AMOUNT
E-1572-S089-S10.074 Transfer Out	R-0040-A000-A47.574 Transfer In	\$ 675.00

Note: Correction of PO 159632, Partial #7, #8, and #18.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of October, 2008.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	221.86
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	311.59
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	192.00
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	32.00
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	259.73
TOTAL		1,017.18

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MARCH 2009**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of March 2009.

Gross Wages P/E 03/14/09 thru 03/28/09

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,065.46
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	377.10
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	683.86
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,570.18
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,113.78
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,265.62
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	347.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	606.58
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,728.48
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	4,819.84
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,300.98
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,151.32
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,369.29
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,607.42
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,437.26
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,386.52
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	2,585.90
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	6,184.72
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,895.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	1,797.46
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,899.20
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,750.78
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	84.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	437.85
			71,271.34
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	740.62
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,937.96
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	266.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	440.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	531.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	266.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	951.00
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	23,366.59
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,749.07
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,283.23
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,426.98
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,176.11
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,550.43
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	308.65
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	804.25
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	600.16
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	708.46
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	591.16
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Belmont Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,021.30
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,980.01
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,894.79
BOARD OF DEV. DISABILITIES	E-2410-S066-S76.003	R-9895-Y095-Y01.500	25,944.04
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	526.26
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,570.14
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	293.70
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	279.20
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	637.29
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	259.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,366.01
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	328.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	499.18
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	755.34
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,260.20
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	5,956.55
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	419.22
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,602.63
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	173.03
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	36.30
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	56,630.86
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	4,438.80
		TOTAL	248,487.04

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:

BCDJFS – Dwayne Pielech to Columbus, OH, on April 13-14, 2009, to attend OJFSDA General Session. Estimated expenses: \$243.00.

COMMISSIONERS – Jack Regis, Facilities Manager, to Bellville, OH, on April 24, 2009, to attend 2009 CLCCA Spring Meeting. A county vehicle will be used. Estimated expenses: None.

ENGINEER - Engineer Fred Bennett, GIS Director Don Pickenpugh and Office Manager John Parkinson, to Cambridge, OH, on May 1, 2009, to attend seminar on Right of Entry, Statute of Limitations and Trespass. Estimated expenses: \$150.00.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

CDBG - \$ 37,487.00 paid into R-9702-T011-T05.501 CDBG-Grant CHIP on April 2, 2009, Grant #B-C-07-007-1 & B-C-07-007-2, Draw No. 388 & 389.

GENERAL - \$ 911.12 paid into R-0050-A000-A45.500 Refunds & Reimbursements on April 4, 2009. *Note: This is a refund of extended warranty not used on 2007 Chevy Impala used by Juvenile Court that was totaled in accident. (Vehicle issued to Joe Atkinson).*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM – Mr. Jagucki asked if there was any news from Washington, DC, yet on the Neffs Sewerage Project. The answer is still “no”, but Commissioner Probst advised that phone calls will be made this week and the board would get in touch with him if they have any news to share. Commissioner Favede reported that she had learned from Congressman Wilson’s office that the Neffs Project is rated #2 on their list and was unsure how many total projects were on the list. Commissioner Probst stated the Barnesville Hospital Expansion Project is #1 on Congressman Wilson’s list. Commissioners assured Mr. Jagucki that they have submitted for stimulus funds in addition to appropriations requests through both Congress and the Senate.

Frank Hodorowski, Cheryl Skinner, and Peg Hatcher were in attendance as representatives of the Belmont County Archival Library Committee. They presented a brochure regarding a “green building” to house records. They said they are concerned about the anticipated move of the county records. Commissioner Probst stated he supported their efforts to take care of records. He explained the need to staff a records facility, the lack of money available for that at this time, and the fact that the records need to stay in the possession of the county. Commissioner Favede noted the present hiring freeze. The board’s position currently is to move the records to the Oakview Building, after it is vacated by the Department of Job and Family Services. Eventually the records will need scanned and separated. Commissioner Favede stated the bottom line is there is no money available at this time to build a records storage facility and staff the same.

11:00 Roberta Jenkins, Director, Belmont County Fair Housing Commission

Mrs. Jenkins advised of the many forms of discrimination tenants can face and the need to know your rights and protection under the Fair Housing Act. She reported that during the month of April, the Fair Housing Commission will be utilizing three billboards, ads, posters, brochures and seminars to inform the public of fair housing. Joe Bencur, a board member of the Fair Housing Commission, was also in attendance for today’s presentation.

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING APRIL AS FAIR HOUSING MONTH

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt a Resolution declaring April as Fair Housing Month.

**RESOLUTION
HONORING
“FAIR HOUSING MONTH”**

WHEREAS, The Belmont County Board of Commissioners annually designates April as “Fair Housing Month”; and

WHEREAS, the mission of fair housing in Ohio is to improve the quality of life for all residents and celebrate Ohio’s fair housing law which is substantially equivalent to the federal Fair Housing Act; and

WHEREAS, the Belmont County Fair Housing Commission continues to promote fair housing by informing the citizens of Belmont County of their legal rights under Ohio law; and

WHEREAS, The Belmont County Fair Housing Commission continues to enforce the policy of Belmont County which ensures all citizens their right to equal housing opportunities, regardless of race, color, religion, gender, national origin, disability, family status, and military status.

NOW, THEREFORE, BE IT RESOLVED, The Belmont County Commissioners do hereby honor and pay tribute to The Belmont County Fair Housing Commission for their outstanding dedication to the citizens of Belmont County.

Adopted this 8th day of April, 2009.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: March 25, 2009 and April 1, 2009.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF CHANGING NEXT REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Probst to change the next regular meeting of the Board from Wednesday, April 15 to Thursday, April 16 at 10:00 a.m.

Note: OMEGA Annual Membership meeting April 15 at noon in Cambridge

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF APPROVING TRANSFER OF MONIES FROM GENERAL FUND TO THE S33 DISTRICT DETENTION HOME FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the transfer of \$100,000.00 from the Belmont County General fund to the S33 District Detention Home fund for 2nd quarter 2009 expenses.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF ENTERING INTO THE RENEWAL OF PARTICIPATION AGREEMENT WITH LEADS FOR THE NCIC TERMINALS/911

Motion made by Mrs. Favede, seconded by Mr. Coffland authorizing Board President Charles R. Probst, Jr. to sign on behalf of the Board of Belmont County Commissioners to enter into the renewal of the Participation Agreement with LEADS for the NCIC terminals located at the Belmont County 9-1-1.

Note: LEADS – Law Enforcement Automotive Data Entry System enables the 911 Department to obtain necessary information for the police and fire departments– run license plates, drivers license, etc.

The annual fee for this service is \$8,370.00

Participation Agreement

(A) LEADS with terminal agency

I accept responsibility to comply with rules 4501:2-10-01 to 4501:2-10-12 of the Administrative Code governing LEADS. Failure to abide by these rules may result in the termination of LEADS services and/or prosecution when appropriate, as set forth in rule 4501:2-10-11 of the Administrative Code. By endorsing the agreement the administrator agrees to cooperate to:

- (1) Investigate alleged violations of LEADS/NCIC/NLETS rules
- (2) Take appropriate administrative or criminal action when applicable and notify the LEADS CSO in writing as soon as possible.
- (3) Maintain appropriate service level agreements on any agency owned equipment used as the primary LEADS terminal and to resolve service fees when needed
- (4) Complete the new administrator indoctrination training
- (5) Utilize only standard, LEADS accepted, network communication protocols for systems connected to LEADS. No special code or programming shall be installed on the LEADS network to communicate with an individual agency. The agency equipment shall utilize one of the standard protocols offered by LEADS. If at any time the local equipment is suspected of causing problems on the LEADS network, the local agency shall disconnect their equipment from the LEADS communications lines. The equipment shall remain disconnected until it is determined the problem does not reside in the local agency equipment or the agency equipment has been repaired at the agency expense.
- (6) Allow no special programming code which would enable communication to an individual agency to be installed on systems connected to LEADS without prior approval of the chair of the LEADS steering committee.
- (7) Remove any local equipment connected to LEADS that is suspected of causing system network problems.

Terminal agency name: Belmont County 911
 Address: P.O. Box 58, St. Clairsville, Ohio 43950
 Terminal agency ORI: OH007013P - Telephone: (740) 695-9104
 Terminal agency authorized agent:

(agency administrator)

Robyn Marshall, Director

(name & title typed or printed)

Date: March 31, 2009

If you do not have authority to commit this agency to a financial agreement, this document shall also be signed by the person(s) having such authority:

Charles R. Probst, Jr., /s/ 4/8/09

(agency fiscal commitment)

PRESIDENT BOARD OF BELMONT COUNTY COMMISSIONERS

Date: 4/8/09

LEADS Steering Committee Chairperson:

Charles R. Probst, Jr.

(name & title typed or printed)

Date: _____

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING THE SUBMITTAL OF THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) BUDGET CERTIFICATION TO THE OHIO EMA

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Emergency Management Performance Grant (EMPG) Budget Certification to the Ohio EMA, in the amount of \$113,862.70, on behalf of the Belmont County Emergency Management Agency.

**2009
EMERGENCY MANAGEMENT PERFORMANCE GRANT
(EMPG)
BUDGET CERTIFICATION
Belmont County**

The following total certified amount is provided to certify the fiscal year budget for our County Emergency Management Agencies:

Total Certified Amount: \$113,862.70

*** 5,000.00 of this total is not eligible for reimbursement under the Emergency Management Planning Grant. (see attached 2009 Appropriations list)**
This amount is according to County Budget figures located on Page # _____ of Commissioners Journal Volume #89 dated April 8, 2009.

To the best of my knowledge and belief, all data on this application is true and correct. The applicant will comply with assurances provided in the initial application guidance.

Charles R. Probst, Jr., President
Belmont County Board of Commissioners

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF APPROVING THE PAYMENT OF INVOICE FROM MADE IN THE SHADE/JAMES E. CARNES CENTER

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment of the invoice from *Made In The Shade* in the amount of \$5,887.00 for applying 3M window tinting in the skylight of the atrium at the James E. Carnes Center, 45300 Roscoe Road, St. Clairsville, based upon the recommendation of the Belmont County Park District Board of Commissioners; this invoice will be paid from the N46 Capital Improvement Grant fund:

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

OPEN PUBLIC FORUM – Mike Bianconi thanked all involved regarding the efforts to keep the (First Energy Burger Plant in Shadyside) power plant open. He requested that the board do whatever possible to keep from selling Park Health Center. He also suggested a monthly or quarterly report be published regarding the use of general funds for various departments showing salaries and utilities. He would like this printed in the newspaper. Fiscal Manager Cindi Henry advised the Auditor is required to keep such records per the Ohio Revised Code, and monthly financial reports are posted on a bulletin board in their office. This information is public record. Due to the situation that the county is currently in financially, Commissioner Probst noted that at Commissioner Coffland’s suggestion, the board is in the process of putting together quarterly meetings with department heads and elected officials to go over finances. Mr. Bianconi is welcome to attend those meetings as they would be open to the public.

Commissioner Favede announced that she had called Congressman Wilson’s office this morning because she knew they were submitting their appropriations request. The Neffs Project has been submitted under Interior & Environment FY 2010. Congressman Wilson submitted 19 projects for his combined areas and Neffs was one of them. The Mt. Victory Waterline Project would connect 1,100 residents to safe and clean drinking water and provide increased potable water for fire protection to several townships. The R.E. Burger Biomass Testing Project was also submitted for \$3.5 million dollars. Commissioner Probst reminded all that there are many others submitting projects for the same monies.

BREAK 11:25 A.M.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:30 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into executive session with Judge J. Mark Costine, Jennifer Shunk, Court Administrator, and Mike Kinter, Human Resources Administrator, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider compensation of public employees.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:20 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session with Judge J. Mark Costine, Jennifer Shunk, Court Administrator, and Mike Kinter, Human Resources Administrator, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider compensation of public employees.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

BREAK UNTIL 1:00 P.M.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 1:34 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to enter into executive session with David Liberati, Assistant Prosecutor, and Consultant Mark Lucas of Clemans-Nelson, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider compensation of public employees

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 3:40 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session with David Liberati, Assistant Prosecutor, and Consultant Mark Lucas of Clemans-Nelson, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider compensation of public employees

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

BREAK

RECONVENE AT 4:20 P.M. ON APRIL 9, 2009

PRESENT: COMMISSIONERS FAVEDE, PROBST AND COFFLAND. ALSO PRESENT WERE AL MOLNAR OF THE INTELLIGENCER AND ERIC AYRES OF THE TIMES LEADER.

**IN THE MATTER OF ADOPTING RESOLUTION
FOR THE LEASE AND PURCHASE
OF BELMONT COUNTY PARK HEALTH CENTER**

Motion made by Commissioner Favede, seconded by Commissioner Probst to adopt the following:

RESOLUTION

WHEREAS, the Board of County Commissioners of Belmont County, Ohio (hereinafter, "the Commissioners") has awarded a bid to Park Health Realty, LLC and DC Healthcare Enterprises, LLC, under which Park Health Realty will lease and purchase the Belmont County Park Health Center (the "Facility") and sublease the Facility to DC Healthcare Enterprises, LLC, who will operate it; and

WHEREAS, the Commissioners are to enter into a purchase agreement and lease in order to effectuate same, and the Commissioners must close the Facility "as a county home" so the lease can commence and DC Healthcare Enterprises, LLC can operate the Facility;

BE IT RESOLVED that the Commissioners enter into the attached purchase agreement and lease in accordance with R.C. 5155.31, other applicable laws, and/or applicable sections of the bid specifications, including Section 1.11 and/or 1.12; and

BE IT FURTHER RESOLVED that the Commissioners will close Belmont County Park Health Center as of 11:59:59 p.m. on April 30, 2009 as the county home; and

BE IT FURTHER RESOLVED that the Commissioners express their profound appreciation to the staff of Park Health Center (many of whom will work for the new operator) for their devotion to the residents and their families, and for their many positive contributions to the County and the facility.

Adopted April 8, 2009

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Probst	<u>Yes</u>
Mr. Coffland	<u>Yes</u>

**LEASE AGREEMENT
by and between
BELMONT COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS
and
PARK HEALTH REALTY, LLC**

This Lease Agreement ("Lease") is made and entered into effective the 9th day of April, 2009, by and among Belmont County, Ohio Board of County Commissioners ("Landlord"), Park Health Realty, LLC, an Ohio limited liability company ("Tenant"), DC Healthcare Enterprises, LLC, an Ohio limited liability company ("DC Healthcare"), per Section 13.01, and Frank Murphy, a natural person ("Guarantor"), per Section 23.01.

ARTICLE 1

DEMISE, DESCRIPTION, USE, TERM AND RENEWAL; CONDITION OF PREMISES

1.01 Demise, Description, Use, Term. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, to the extent transferable and assignable but subject to the provisions herein, the one hundred bed (100) bed, dually-certified county nursing home known as Belmont County-Park Health Center, located 100 Pine Avenue, St. Clairsville, Ohio 43950 ("Facility"), which includes the following assets (collectively, "Leased Premises" or "Premises"):

- A. The real estate located at 100 Pine Avenue, St. Clairsville, Ohio 43950, and all buildings, structures, erections, improvements, appurtenances, easements and fixtures thereon, including fixed machinery and fixed equipment situated thereon or forming a part thereof, as described more particularly on the legal description set forth on Exhibit A, attached hereto and incorporated herein, consisting of, without limitation, a one-story building and other appurtenant structures situated on approximately five (5) acres of land (collectively, "Real Estate").
- B. All of the right, title and interest in and to the right to operate all of the one hundred (100) nursing home beds located at the Facility ("Beds").
- C. All of the right, title and interest in and to the right to apply for any and all nursing home licenses, certifications, approvals, authorizations, and/or permits, or exemptions therefrom, that relate to, or are necessary for or utilized in, the operation of the Facility, including, but not limited to, all right, title and interest in and to any certification to participate in the Medicare program under Title XVIII of the Social Security Act of 1965, as now or hereafter amended ("Social Security Act"), and the Medicaid program under Title XIX of the Social Security Act.
- D. All machinery, furniture, vehicles, equipment, appliances, tools, and consumable goods (including, but not limited to, food, laundry, linen, cleaning materials, and medical supplies) owned by Landlord and used in the operation of the Facility (excluding, however, property of residents or employees or pharmaceuticals).
- E. All policies, procedures, handbooks, instructions, financial and cost report information, employee records and to the extent permitted by law, all resident records and medical records, currently located at or relating to the Facility subject to the provisions herein regarding the transfer and preservation of public records.
- F. All contracts, leases, agreements, and other arrangements, oral or written, relating to the operation of the Facility ("Contracts") specifically assigned by Landlord to Tenant and assumed by Tenant from Landlord as set forth on Exhibit B, attached hereto and incorporated herein.
- G. All right, title and interest in and to all goodwill, registered or unregistered trademarks, service marks, trade or brand names, telephone and facsimile numbers, world wide web sites, service marks and other intangible property pertaining to the Facility (except as otherwise specifically provided herein).

H. All architect renderings, blue prints, floor plans, mylars, and other documents relating to the construction of the Facility, subject to the provisions herein regarding the transfer and preservation of public records.

I. All such other tangible or intangible property as are used or useful in the conduct of the business of the Facility.

Subject to the conditions precedent set forth in Article 20, Tenant will operate the Leased Premises only as a skilled nursing facility and uses normally incident thereto and for no other purpose, for a term of five (5) months commencing on May 1, 2009, and ending on September 30, 2009, with rent payable as specified in Article 2.

1.02 Lease Related to Sale of Premises. The purpose of this Lease is to allow Tenant to lease the Premises from Landlord for the mutual benefit of the parties until the sale of the Premises to Tenant can be closed, as described in the sale/lease bid specifications and a certain Purchase Agreement (Real and Personal Property) of even date herewith, by and among the parties hereto ("Purchase Agreement").

1.03 Non-renewal. Nothing contained in this Lease will be construed as an extension or renewal of the term hereof or as consent of Landlord to any holding over by Tenant. Unless expressly and specifically agreed by the parties in writing, this Lease shall not renew, nor shall it be extended. In any case, if the parties agree in writing to a renewal or extension of the Lease, the total term of the lease including the original term and any extension or renewal shall not continue beyond twelve months from December 23, 2008, the date Landlord awarded the bid on the sale of the Premises to Tenant.

1.04 Condition of Leased Premises. Tenant has made a physical inspection of the Leased Premises and is taking the Leased Premises in their "AS IS", "WHERE IS" condition and acceptance of possession of the Lease Premises is deemed an acknowledgment thereof by Tenant. Tenant acknowledges and agrees that Landlord is not making any representation, warranty or covenant whatsoever with respect to the condition of the Leased Premises, or any portion thereof, or their suitability for any particular purpose, and Tenant is relying solely on its inspection of the Leased Premises and due diligence investigations with respect thereto.

1.05 Lease Deposit. As security for the performance and observance by Tenant of all of its obligations and covenants under this Lease, Tenant has deposited with Landlord, concurrently with the execution hereof, a security deposit in the amount of one thousand dollars (\$1,000), receipt of which is hereby acknowledged by Landlord. Such sum shall be held by Landlord as security against a default by Tenant pursuant to the terms, conditions, and covenants of this Lease, but shall not be Landlord's exclusive remedy.

1.06 Return of Deposit. If Tenant performs and observes, in all material respects, all of the terms, conditions, and covenants of this Lease that are required to be performed and observed by it, Landlord shall return the security deposit, or balance thereof then held by Landlord, without interest, to Tenant within thirty (30) days after the termination of this Lease. In the case of an event of default of this Lease by Tenant and after the expiration of any applicable cure period, Landlord may, at its option and without notice to Tenant, apply all or any part of the security deposit in payment of minimum rent or to cure any other defaults. Upon expiration of the term hereof, Landlord shall retain the deposit, or so much as has not been applied in accordance with the provisions hereof, until such time as all of Tenant's obligations to pay rent and perform all of its obligations required to be performed by Tenant hereunder have been fully paid, performed, and satisfied in all material respects and in Landlord's reasonable discretion. Landlord shall not be required to hold the security deposit in a separate account, but may commingle it with other funds of Landlord. It is further understood and agreed that the security deposit shall not be considered to be the last payment of rent under this Lease.

ARTICLE 2 RENT

2.01 Minimum Rent. As rent for the Leased Premises during the initial term, Tenant must pay Landlord at such place as Landlord from time to time designates in writing the minimum sum of One Hundred and Sixty-Two Thousand Five Hundred Dollars (\$162,500.00) for the total five (5) months, payable without demand and without setoff or deduction, in equal monthly installments of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) no later than the twentieth (20th) day of each calendar month during the term of this Lease. The rent for the Leased Premises during any renewal term shall be Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) per month and shall be payable as set forth in this Section 2.01, beginning on the first date of the renewal term through the expiration of the renewal term. Unless the parties expressly agree in writing to the contrary, no payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

2.02 Effect of Default in Rent. Tenant is in default under this Lease if Landlord has not received full payment from Tenant of any rent installment within five (5) business days after such applicable due date. If Tenant defaults in the payment of any installment of rent beyond the grace period, such installment bears interest at the rate of ten percent (10%) per annum from the day after the day it is due until actually received by Landlord. All other obligations, benefits and monies which may become due to Landlord from Tenant under the terms hereof, or which are paid by Landlord because of Tenant's default hereunder, bear interest at the rate of ten percent (10%) per annum from the due date until received by Landlord, or, in the case of sums paid by Landlord, because of Tenant's default hereunder, from the date such payments are made by Landlord until the date Landlord is reimbursed by Tenant therefor. This section does not limit Landlord's exercise of the rights provided in Article 11.

2.03 Taxes Assessments, Utilities. Tenant must directly pay to the taxing authority, utility company, etc., as applicable, the following amounts as they pertain to the term of the Lease (with Landlord being solely responsible for the following amounts as they pertain the period prior to the term of the Lease): all general and special taxes and assessments; all real estate taxes and assessments which are levied or assessed against the land and building comprising the Leased Premises (if and when applicable); all personal property taxes levied or assessed against property located on and used in the operation of the Leased Premises (if applicable); all charges for utilities (including but not limited to electricity, telephone, cable, gas, oil and water); all sewer rental or charges; and all garbage and trash collection charges assessed or imposed on the Leased Premises. Any amount due hereunder on account of such taxes will be apportioned for that part of the tax year, as assessed, during the term of this Lease. Other charges and assessments will be apportioned so Tenant pays only the share for the Lease term, and not for the period preceding the Lease term. Except for Landlord's willful misconduct, Landlord shall not be liable to Tenant for the quantity, quality, or interference with such utility services.

The parties understand that the tax rates or assessments applicable to the Landlord may be different than those applicable to Tenant during their respective portions of the prorated years, because Landlord is a governmental entity.

2.04 Hold Harmless Clause. Tenant agrees to and must protect and hold harmless Landlord and the Leased Premises from liability for any and all taxes, assessments and charges, together with any interest, penalties or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof, as pertaining to such taxes, assessments, and charges accruing during the term of this Lease. If Tenant fails to pay such taxes, assessments, charges, premiums, or fails to give written notice of any payment at least fourteen (14) days prior to the time the same becomes delinquent, Landlord may at its option at any time pay such taxes, assessments, charges or premiums, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and may likewise redeem the Leased Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales.

2.05 Covenant to Pay Rent Independent Covenant. If Landlord commences any proceedings for non-payment of rent, Tenant will not interpose any counterclaim or cross complaint or similar pleading of any nature or description in such proceedings, unless Tenant would lose or waive such claim by the failure to assert it, but Tenant does not waive any rights to assert such claim in a separate action brought by Tenant. The covenant to pay rent is an independent covenant, and Tenant has no right to hold back, offset or fail to pay any rent because of any alleged default by Landlord or for any other reason whatsoever.

ARTICLE 3 LEVY, ASSESSMENT, FINDING, OR CHARGE

3.01 Contesting Levies, Assessments, and Charges. Tenant, at its option, has the privilege, acting in the name of Landlord, before delinquency occurs, of protesting, contesting or objecting to, or opposing the legality or amount of any such taxes, assessments, finding or public charges to be paid by Tenant hereunder, if Tenant in good faith reasonably deems the same to be illegal, erroneous, or excessive, and in the event of any such contest, it may to the extent provided by law defer payment of any such tax, assessment, finding, fee or charge so long as the legality or amount thereof is so contested reasonably and in good faith; provided, however, that if at any time payment of the whole or any part thereof becomes in Landlord's reasonable discretion absolutely necessary and required to preserve or protect Landlord's interest in the Leased Premises, to prevent the termination, by sale or otherwise, of the right of redemption of any property affected thereby, or to prevent eviction by either Landlord or Tenant because of nonpayment thereof, Tenant must pay the same, as well as any applicable penalty or interest. Any such contest, whether before or after payment, may be made in the name of Landlord, Tenant or both, as Tenant may determine, but if such contest is made by Tenant in the name of Landlord, then Landlord must be notified thereof in writing at least sixty (60) days prior to the commencement of the proceeding and Landlord will cooperate, reasonably, in such contest. Any such contest will be at the sole cost and expense of Tenant. Each refund of any tax, assessment, fee, finding, or charge so contested will be paid to Tenant to the extent it relates to a period covered by the term of this Lease. Landlord will not, without prior approval of Tenant, make or enter into or finally agree to any settlement, compromise, or any disposition of any contest, or discontinue or withdraw any contest, or accept any refund, other adjustment, or credit of or from any such tax, finding, charge or assessment as a result of any contest. In no circumstance shall any contest extend the term of this Lease beyond its term stated herein.

3.02 Taxes Excluded. Nothing herein contained requires, or will be construed to require, Tenant to pay any gift, estate, inheritance or other tax assessed against Landlord, its heirs or successors and assigns, or any income or related tax, assessment, charge or levy on the rent payable by Tenant under this Lease.

ARTICLE 4 INSURANCE

4.01 Tenant's Obligation. Tenant agrees to secure from financially sound and reputable insurers doing insurance business in the State of Ohio, and maintain during the entire term of this Lease, at Tenant's sole cost and expense, the following insurance coverage:

- A. Property insurance consisting of fire, extended coverage, vandalism, malicious mischief, and all other reasonable risks of loss, with waiver of subrogation and a standard form of loss payable clause, payable to Landlord and/or its assigns, insuring to the extent of the full replacement value of the Leased Premises, including but not limited to the building, other improvements, fixtures, furnishings, tools, and equipment on the Leased Premises.
- B. Comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), with an umbrella coverage of not less than Two Million Dollars (\$2,000,000.00), insuring against death, personal injury, and property damage or destruction occurring in, upon or about the Leased Premises.
- C. Business interruption insurance providing sufficient coverage for Tenant to meet its obligations to Landlord under this Lease for the term of this Lease.
- D. Medical professional liability insurance in the amount of one million dollars (\$1,000,000) with respect to any one occurrence and two million dollars (\$2,000,000) in the aggregate.

4.02 Workers' Compensation. Tenant must at all times comply with the provisions of the workers' compensation law and must insure its liability thereunder. Landlord is under no obligation to indemnify or hold harmless Tenant for any change or increase in Tenant's workers' compensation or unemployment compensation rates or experience as a result of this Lease, or because Tenant is determined to be a successor employer for purposes of workers' compensation or unemployment compensation, or because the Landlord fails to defend or unsuccessfully defends any workers' compensation or unemployment compensation claims.

4.03 Proof of Coverage. Upon commencement of this Lease, and, upon Landlord's request at all times during the term of this Lease, Tenant must furnish Landlord and, if necessary, Landlord's mortgagor, with appropriate certificates of insurance showing that each type of insurance required under this Lease is in full force and effect. All insurance required under this Lease will be obtained from a company or companies authorized to do business in the State of Ohio.

4.04 Failure to Secure. If Tenant at any time during any term of this Lease fails to secure or maintain the insurance required by this Lease, the Landlord may obtain such insurance in the Tenant's name or as the agent of the Tenant and will be compensated by the Tenant for the cost of the insurance premiums.

4.05 Mutual Waiver of Subrogation. Tenant and Landlord hereby waive and release any and all rights of recovery which they might have against Landlord or Tenant for any loss or damage, whether or not caused by any alleged negligence of the Landlord or Tenant, their agents, licensees or invitees, to the extent that such loss or damage is or would be covered by any insurance required to be maintained under this Lease. Each policy of insurance required under this Lease must contain an endorsement to this effect.

4.06 Proceeds. Proceeds, if any, from any policy or policies set forth in Section 4.01(A) above shall be payable to the Landlord or any mortgage holder or lien holder as their respective interests may appear, subject to any agreement between Landlord and any mortgage holder or lien holder. Business interruption insurance proceeds shall be offset against rent for the periods for which the proceeds are paid.

ARTICLE 5 USE OF PREMISES; COVENANTS OF TENANT

5.01 Waste and Nuisance. Tenant must not commit, or suffer to be committed, any waste on the Leased Premises nor may Tenant maintain, commit or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose. "Waste" as used herein includes, but is not limited to, loss or imminent threat of loss, of licensure and/or certification for participation in the Medicare or Medicaid Programs or similar third party payor programs. Tenant must deliver to Landlord within forty-eight (48) hours of receipt full and complete copies of all inspection reports received from all governmental agencies inspecting or surveying the business and Premises.

5.02 Compliance with Laws and Regulations. Tenant must use the Leased Premises for a nursing home only and not for any other purpose. Tenant will apply for, using good faith, diligent, and reasonable efforts, and maintain all licenses, certificates, permits, provider agreements and other authorizations and approvals needed to operate the Leased Premises, including, without limitation, providing any written notices and consents required by the Ohio Department of Health ("ODH"), the Ohio Department of Job and Family Services ("ODJFS") and the Centers for Medicare and Medicaid Services ("CMS"). Tenant hereby covenants to Landlord that as of the commencement date of this Lease, (i) Tenant will be, and will continue to be, validly licensed and certified to operate a nursing home in accordance with the applicable laws, rules and regulations of the State of Ohio and federal governmental authorities, including without limitations ODH, ODJFS, and CMS; (ii) Tenant will be, and will continue to be, certified by and the holder of valid Medicare and Medicaid provider agreements issued by ODH, ODJFS and CMS, as applicable, and will remain so certified and will remain such a holder in connection with its operation of the Leased Premises as a nursing home; (iii) Tenant will be, and will continue to be, in compliance with and will remain in compliance with, in all material respects, all state and federal laws, rules, regulations and procedures with regard to the operation of a nursing home; and (iv) Tenant will not abandon any certificate, license or permit which relates to the operation of the nursing home business on the Leased Premises or in any way commit any act which will cause any such certificate, license or permit to be revoked by any federal, state or local governmental authority having jurisdiction thereof. Landlord, if necessary or applicable, shall cooperate with Tenant and any and all applicable governmental agencies necessary so as to assist with the afore-described licensing/certification requirements, including, without limitation, signing and delivering any and all necessary documentation, forms, or applications in a timely manner. Tenant's compliance with this Section shall be at Tenant's own expense.

5.03 Changes in Licensure and Certification Status. Tenant must not change the licensure or certification status of the Facility without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed.

Landlord and Tenant acknowledge and agree that the Beds are the property of Landlord and shall not be relocated outside the Facility, sold, encumbered, reduced in number or otherwise transferred without prior written consent of the Landlord. Landlord has permitted Tenant as a term of this Lease to maintain licensure (and certification) of the Leased Premises as the nominal licensed nursing home operator and all of the Beds shall be in Tenant's name as the licensed nursing home operator, but only during the term of this Lease and while Tenant is not in default or otherwise in breach of this Lease. Upon expiration or any termination of this Lease, if Tenant has not purchased the Premises as provided in the Purchase Agreement, Landlord shall have the sole and unfettered right to have any and all Medicare, Medicaid and any other provider and/or third party payor agreements issued in Landlord's name; provided, however, that any accounts receivable of Tenant relating to the period of time prior to such expiration or termination remain the sole property of Tenant. Upon the expiration or termination of this Lease, Tenant, if necessary or applicable, shall fully cooperate with Landlord and any governmental authorities in transferring the nursing home license or restoring the Facility to a county home for one hundred (100) nursing home beds.

5.04 Reporting Obligations. During the term of this Lease and within five (5) calendar days of receipt or filing, Tenant must provide Landlord with the following reports, statements, and inspections:

1. Nursing home licensure surveys;
2. Medicare/Medicaid certification surveys;
3. Correspondence, letters or notices to Tenant from any governmental agency or department indicating a suspension or termination of the nursing home license, imposition of a remedy, e.g., civil monetary penalties, denial of payment for new admissions, or suspension or termination of a Medicare or Medicaid provider agreement;
4. Copy of costs reports as filed; and
5. any notice, action or other proceeding or inquiry of any governmental agency, bureau or other authority whether federal, Ohio, or local, of any kind, nature or description, which would materially adversely affect the license or certification status of the Leased Premises, or the ability of Tenant to maintain its status as the licensed nursing home operator hereunder. Tenant must, immediately upon Tenant's receipt, furnish Landlord with a copy of any and all such notices, and Landlord will have, at all times during any term of this Lease, the right to intervene, attend and/or participate in its sole and absolute discretion in any such actions or proceedings. Tenant must act diligently to correct any deficiency or deal effectively with any "adverse action" or other proceedings, inquiry or other governmental action, so as to maintain the licensure and certification status stated herein in good standing at all times. Tenant must not agree to any settlement or other action with respect to such proceedings or inquiry which affects the use of the Leased Premises or any portion thereof as provided herein without the prior written consent of Landlord, which must not be unreasonably withheld or delayed. Tenant hereby irrevocably appoints Landlord, as agent of Tenant for the express purpose of signing, acknowledging and/or delivering any and all documents, instruments or other writings which are or may become necessary, proper and/or advisable to cause any and all ODH licenses and/or Medicare and Medicaid provider agreements to be obtained in the name of Landlord if Landlord reasonably determines in good faith that (irrespective of any claim, dispute or other contention or challenge of Tenant) there is a material breach, default or other lapse in any representation, warranty, covenant or other delegation of duty to Tenant herein (beyond any applicable grace period), or Landlord otherwise in good faith reasonably determines that the licenses or certification status of the Facility or the status of Tenant as a licensed nursing home operator is in immediate jeopardy under the terms of this Lease. This power is coupled with the ownership interest of Landlord in and to the right to operate the

Beds and all unilateral and incidental rights attendant to any and all of the foregoing rights. Tenant is responsible for paying any fines or penalties, and is responsible at its cost and expense for defending actions or claims to suspend or terminate the nursing home license or Medicare or Medicaid provider agreements, or any remedies or sanctions taken against Tenant by a governmental agency or department.

ARTICLE 6

REPAIRS AND MAINTENANCE; IMPROVEMENTS; SIGNS

6.01 Tenant's Duties to Repair. Tenant, at its sole cost and expense, must keep the Leased Premises in good order and repair, reasonable wear and tear excepted. Tenant must keep the Leased Premises clean, and repair or replace all broken or damaged doors, windows, sprinklers, electrical systems, equipment, machinery, plumbing fixtures, pipes and systems, roof, foundation, interior and exterior walls, air conditioning, ventilation and heating systems, floors, stairways, railings, personal property or other portions of the Leased Premises. Tenant must maintain the curbs and pavements in and about the Leased Premises, together with facilities appurtenant thereto, including entryways and awnings. Tenant must keep sidewalks, driveway and parking lots reasonably free of ice and snow and trash and expressly assumes sole liability for accidents alleged to have been caused by their defective condition. Tenant must make at its sole cost and expense any and all renovations to the Leased Premises as required by applicable licensure and certification laws. All repairs and maintenance made by Tenant must be made in a good and workmanlike manner, using the same or better quality of materials.

Notwithstanding the above, Landlord agrees to promptly make the repairs (in a good and workmanlike manner, using the same or better quality of materials), at Landlord's expense, described in its January 9, 2009 letter to the ODH regarding the correction of a deficiency in a patio, and described in its January 29, 2009 letter to the ODH regarding flushing the sprinkler system to correct another deficiency. Landlord further agrees to repair and maintain Pine Avenue in its present condition during this Lease (at Landlord's cost) from its intersection with Route 40 to its intersection with the driveway to the Facility's upper parking lot, in accordance with the Agreement regarding same entered into between Landlord, Tenant, and Presbyterian Homes, Inc. as of January 11, 2009 ("PHI Agreement").

It is further agreed that Landlord is the owner of certain fixtures on the Premises. Tenant agrees that all such fixtures used in connection with the operation of the Facility shall remain on the Leased Premises, except fixtures removed or disposed of by the mutual agreement of the parties. Any fixture purchased to replace a fixture shall become the property of Landlord unless otherwise agreed in writing between the parties. Tenant shall not remove any fixture from the Leased Premises without the prior consent of Landlord and shall, upon Landlord's request, deliver to Landlord any and all original fixtures that have been replaced.

Except as provided in the preceding paragraph, Tenant shall be permitted to remove its own trade fixtures from the Leased Premises at any time during the term hereof or as provided elsewhere in this Lease. In no event shall Tenant remove the trade fixtures owned by Landlord from the Leased Premises without the prior written consent of Landlord.

6.02 Improvements, Renovations, Alterations and Additions. Except as required to repair and maintain the Leased Premises and except for all renovations to the Leased Premises that are required to be made by applicable licensure and certification laws, Tenant may not make any improvements, renovations, alterations or additions to the Leased Premises without the prior written approval of Landlord, which said approval shall not be unreasonably withheld or delayed. Tenant must pay the cost and expenses of all permitted improvements, must make them in a good and workmanlike manner and in accordance with all applicable laws, codes and regulations, and must assure Landlord, in form reasonably satisfactory to Landlord, that payment for the improvement can be and will be made by Tenant. Tenant must completely indemnify Landlord against any mechanic's liens or other liens or claims in connection with the making of any improvement. Any liens arising out of any improvement must be discharged of record by Tenant within thirty (30) days after filing.

6.03 Signs. Tenant must not erect or install any ground, building, or roof signs without the express prior written approval of Landlord, which said approval shall not be unreasonably withheld or delayed. All signs installed by Tenant must comply with all requirements of appropriate governmental authorities and shall not contain the words "Belmont County," and all necessary permits or licenses must be obtained by Tenant. Tenant must maintain all signs in good condition and repair at all times, and must also indemnify, protect, hold harmless and, at the option of Landlord, defend Landlord from injury to person or property, arising from the erection, installation and maintenance of any sign. Upon vacating the Leased Premises, Tenant must remove all signs so installed by Tenant if Landlord requests such removal, and must repair all damage caused by such removal.

ARTICLE 7

QUIET POSSESSION

7.01 Landlord will, on the commencement date of the term of this Lease as hereinabove set forth, place Tenant in quiet possession of the Leased Premises and will secure Tenant in the quiet and peaceable possession thereof against all persons lawfully claiming the same during the entire Lease term, provided Tenant is not in default in the performance of any of its obligations under this Lease, and subject to this Lease and to all liens, mortgages and encumbrances of record as of the date of this Lease to which this Lease is subordinate.

ARTICLE 8

DELIVERY OF POSSESSION

8.01 If Landlord is unable for any reason whatsoever to deliver possession of the Leased Premises on the commencement date of the term hereof, Landlord will not be liable to Tenant for any damage caused thereby, nor will this Lease become void or voidable, nor will the term hereof in any way be extended or renewed, but in such event Tenant will not be liable for any rent or other sums payable by Tenant herein until such time as Landlord can and does deliver possession.

ARTICLE 9

SURRENDER OF PREMISES

9.01 Removal of Property. Unless Tenant purchases the Leased Premises, Tenant must remove, without demand therefor and at its own cost and expense, upon expiration or sooner termination of the term hereof, all property belonging to it and all alterations, additions, or improvements, and fixtures which by the terms hereof Tenant is permitted to remove, repair all damage to the Leased Premises caused by such removal, and restore the Leased Premises to the condition they were in prior to the installation of the property so removed. Any property not so removed will be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord.

9.02 Surrender. Unless Tenant purchases the Leased Premises and the sale has closed, Tenant must, on expiration or sooner termination of the term hereof, promptly surrender and deliver the Leased Premises to Landlord without demand therefor in as good condition and repair, and in substantially similar form, character and manner as the Leased Premises were in on the commencement date of this Lease, ordinary wear and tear excepted, with permitted changes, improvements and additions made during the term of this Lease, subject to no liens, encumbrances, charges, restrictions, conditions, limitations or claims whatsoever, except those in existence as of the commencement date of the term hereof or those caused by Landlord or resulting from Landlord's actions or inactions during the term hereof.

ARTICLE 10

CONDEMNATION

10.01 All of Premises. If during the term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any law, ordinance or regulation or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease terminates and the rent is abated during the unexpired portion of this Lease, effective as of the date of the taking of said premises by the condemning authority, and Landlord is released from any further liability to Tenant accruing under this Lease after such taking (and Tenant is released from any further liability to Landlord accruing under this Lease after such taking).

10.02 Partial. If less than all of the Leased Premises are taken for any public or quasi-public use under any law, ordinance or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease does not terminate but Landlord agrees to restore the Leased Premises at its sole expense with reasonable speed to an architectural unit as nearly like its condition prior to such taking as is practicable. The rent payable by Tenant during the unexpired portion of this Lease will be equitably adjusted.

10.03 Allocation of Awards. Landlord and Tenant are each entitled to receive and retain such separate awards and portions of the lump sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease does not affect the rights of the respective parties to such awards.

ARTICLE 11

DEFAULTS AND REMEDIES

11.01 Default by Tenant. If Tenant fails to pay any installment of rent or fails to pay any other charges, costs or expenses payable by Tenant under this Lease within five (5) business days after such installment is due, or if Tenant is in default of any other term, covenant, or condition of this Lease for a period of thirty (30) days after Landlord provides written notice thereof to Tenant (provided, however, that if Tenant has commenced to cure such default within said 30-day period, Tenant shall be entitled to, and shall, continue to diligently pursue such cure in good faith utilizing all reasonable efforts), or if the leasehold interest of Tenant is levied upon under execution or lien or attached; or if Tenant makes an assignment for the benefit of creditors; or a receiver is appointed for any property of Tenant, or if Tenant refuses to take possession of the Leased Premises on the commencement date of the term hereof, vacates or abandons the Leased Premises, or permits the same or any substantial portion thereof to remain unoccupied and unattended for a period of thirty (30) days, or substantially ceases to carry on its normal activities in the Leased Premises, or should any person other than Tenant secure possession of the Leased Premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever attributable to Tenant (except

for any subtenant of Tenant), or should Tenant commit waste as defined in Article 5, Landlord may, at its option, without notice or demand to Tenant, and in addition to all other remedies given to Landlord in law or in equity, terminate this Lease and Tenant's right to possession of the Leased Premises, or without terminating this Lease, Landlord may re-enter and take possession of the Leased Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and may re-let the Premises or any part thereof, without any obligation to do so, for all or any part of the remainder of said term, to a party satisfactory to Landlord, and at such monthly rental as Landlord may with reasonable diligence be able to secure. If Landlord is unable to relet after reasonable efforts to do so, or should such payment to Landlord under the new lease be less than the payment to Landlord Tenant was obligated to pay under this Lease, plus the expenses of reletting, then Tenant must pay the amount of such deficiency to Landlord. All such deficiencies constitute additional rent under this Lease and are payable by Tenant monthly on the date provided for the payment of rent. Without limiting any other provision of this Lease, Tenant's thirty (30) day period to cure defaults provided in this Section 11.01 is subordinate to the maximum length of the Lease under Section 1.03.

11.02 Bankruptcy. Upon the filing of a petition by or against Tenant under the United States Bankruptcy Code ("Bankruptcy Code"), Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed, must: (1) timely perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (2) pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Leased Premises an amount equal to the rent and other charges otherwise due pursuant to this Lease; and (3) reject or assume this Lease within sixty (60) days after the filing of such petition under the Bankruptcy Code or within such time period as the Bankruptcy Code may allow. Tenant, as debtor and as debtor-in-possession, and any trustee shall be deemed to have rejected this Lease in the event of the failure to comply with any of the above. Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment is the prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

11.03 Facility. Landlord has the option of taking over the operation of the Facility in the event of a termination of this Lease for any reason (except upon the expiration of this Lease due to Tenant's purchase of the Leased Premises), without assuming any of Tenant's obligations or liabilities. Landlord will give Tenant written notice of Landlord's intent to exercise the right set forth above, in which event possession of the Facility will be immediately turned over to Landlord without any further action to be taken on the part of Landlord. This provision shall be enforceable in a court of law and shall be effective by operation of law.

11.04 Cumulative Rights. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. No failure of Landlord to enforce any rights or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default. Upon Tenant's default, Landlord may invoke any remedy permitted to Landlord in law or in equity. No termination of this Lease and not taking or recovery of possession of the Leased Premises will deprive Landlord of any of its remedies or actions against Tenant.

11.05 Default by Landlord. If Landlord breaches, in any material respect, any of its representations and warranties or defaults, in any material respect, in the prompt and full performance of any of Landlord's covenants, obligations or agreements hereunder, and fails to correct such failure within thirty (30) days after receipt of written notice from Tenant of such default, then in any such event, Tenant may, if Tenant so elects, with written notice to Landlord, forthwith terminate this Lease (provided, however, that if Landlord has commenced to cure such default within said 30-day period, Landlord shall be entitled to, and shall, continue to diligently pursue such cure in good faith utilizing all reasonable efforts).

ARTICLE 12 INSPECTION BY LANDLORD

12.01 Upon Landlord providing reasonable advance written notice to Tenant (except in the case of an emergency, in which no advance written notice shall be required), Tenant must permit Landlord and its agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises, or maintaining or making repairs or alterations to the building as provided in this Lease. Upon Landlord providing reasonable advance written notice to Tenant, Tenant must also permit Landlord and its agents to enter upon the Leased Premises at all reasonable times for the purpose of inspecting and copying any patient and medical records (subject to all applicable confidentiality laws), operating manuals, procedures manuals, training manuals and other books and records used in the operation of the Facility prior to the commencement date of this Lease, for a legitimate business purpose of Landlord. Landlord shall use good faith, diligent, and reasonable efforts to not disturb Tenant's occupation or use of the Leased Premises during any entrance of Landlord or its agents onto the Leased Premises.

ARTICLE 13 ASSIGNMENT AND SUBLEASE

13.01 Except as provided below, Tenant may not assign this Lease nor sublet all or any portion of the Leased Premises to any entity or person without the prior written consent of Landlord, which may not be unreasonably withheld or delayed, or allow anyone to come in, through, or under it without like consent, which consent shall not be unreasonably withheld or delayed. Consent by Landlord to one or more assignments of this Lease or to one or more sublettings of the Leased Premises shall not operate to exhaust Landlord's rights under this Article. In the event that Tenant, with the prior written consent of Landlord, assigns this Lease or any estate or interest therein, Tenant shall, nevertheless, remain liable for its obligations under this Lease. The sale, issuance, or transfer of any of the membership interest of Tenant shall be deemed to be an assignment of this Tenant within the meaning of this Article. Notwithstanding anything to the contrary contained herein, Tenant hereby subleases to DC Healthcare, and DC Healthcare hereby subleases from Tenant, the Leased Premises for the duration of the term of this Lease, under the terms hereof, and Landlord hereby expressly consents to and approves of such sublease. In connection therewith, the parties acknowledge and agree that DC Healthcare, as the sub-tenant of Tenant, will be bound by the provisions of this lease, have all of the rights and obligations of Tenant herein, and be the sole licensed and certified operator of the Facility during the term hereof.

ARTICLE 14 INDEMNIFICATION; PRO-RATIONS

14.01 Indemnity by Tenant. From and after the commencement date, Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Tenant's business in the Leased Premises during the term hereof or from any breach on the part of Tenant of any conditions of this Lease, or from any act of negligence of Tenant, its agents, contractors, employees, subtenants, concessionaires, or licensees in, on, or about the Leased Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.

14.02 Indemnity by Landlord. From and after the commencement date, Landlord agrees to indemnify and hold Tenant harmless from and against any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Landlord's business in the Leased Premises prior to the commencement date or Landlord's performance or nonperformance of its obligations under the terms and conditions of this Lease. In case of any action or proceeding brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel acceptable to Tenant. The provisions of this Section 14.02 are subject to the limitations of Section 14.03 below.

14.03 Remedies of Tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant agrees and understands that Tenant shall look solely to the estate and property of Landlord in the Leased Premises for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Landlord to Tenant by reason of any default or breach by Landlord in the performance of its obligations under this Lease, it being intended hereby that no other assets of Landlord shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Tenant in the event of such defaults or breach.

14.04 Pro-Rations.

- A. It is understood and agreed that the Tenant is solely responsible for any litigation, debt, liability, cause of action or claim(s), including, but not limited, to tax liabilities and Medicare and Medicaid cost report reviews and audits, with respect to Tenant's operation of the Leased Premises arising, accruing or incurred by Tenant on or after the commencement date of this Lease. It is understood and agreed that the Landlord is solely responsible for any litigation, debt, liability, cause of action or claim(s), including, but not limited, to tax liabilities and Medicare and Medicaid cost report reviews and audits, with respect to Landlord's operation of the Leased Premises arising, accruing or incurred by Landlord before the commencement date of this lease.
- B. All income and expense attributable to the Leased Premises (measured on an accrual basis) through 11:59:59 p.m. on the day prior to commencement of this Lease is for the account of the Landlord. Thereafter, such income and expense is for the account of the Tenant. Any and all operating income and/or expense applicable to any periods before the commencement date of the Lease and continuing thereafter will be prorated between the Landlord and Tenant based on the commencement date. Apportionable income includes, but is not limited to, all Medicare and Medicaid reimbursements, managed care or other insurance payments or advances, and payments or advances from private pay patients and all federal Social Security payments or advances whether the funds related to such services are received before, on or after the expiration or termination of the Lease. Apportionable operating expenses include, but are not limited to, such items as power and utility charges, telephone, insurance premiums, rents, and expenses arising from or incident to the Contracts.

- C. In effecting the pro-rations, the Landlord will be credited for items of expense paid in advance but relating to services or operations of the Leased Premises at the time of commencement of the Lease (if any) and debited for items of expense accrued but not paid for until after commencement of the Lease. The same pro-ration principles will apply in reverse, if the Landlord resumes operation of facility after the Lease terminates. In the event payments specifically indicate that they relate to services rendered post-commencement date, such payments shall be retained by Tenant. In the event no designation is made, such payments shall be applied to Tenant's accounts receivable until such accounts receivable are paid in full, and then shall thereafter be applied to Landlord's accounts receivable; provided, however, that any undesignated payments from purely private pay residents received during the first sixty (60) days after the commencement date shall be applied to Landlord's accounts receivables. Upon Landlord's reasonable request, Landlord, without disturbing Tenant's operation or business, shall have the right, at Landlord's sole cost and expense, to review the financial records of the Facility with respect to undesignated payments and to collect receivables for periods pre-dating the commencement date of the Lease. Any payments received by Tenant from Medicare, Medicaid or other third party government or financial payor which are allocated to a particular receivable and time period shall be applied in payment of the particular receivable and time period to which such payment has been so allocated. Except as otherwise provided herein, Tenant shall remit to Landlord any payments received by Tenant which represent payment for services rendered prior to the commencement date, and Landlord shall remit to Tenant any payments received by Landlord which represent payment for services rendered on or after the commencement date. Any payments to be made by one party to the other party under this Section 14.04 shall be made on or before the end of the month following the month in which such receivables are collected.
- D. The allocation of expense for the following employment matters shall be as provided in Article 15 Employment: vacation, personal leave, and sick leave balances; related payroll taxes; health, dental and other employee insurances; and employer share of PERS contributions (if any). Notwithstanding anything to the contrary contained herein, as a matter of clarification of expense regarding sick leave: on the commencement date of this Lease, DC Healthcare will credit each bargaining unit Retained Employee (as defined in Article 15) with a sick leave balance equivalent to his or her unused balance with Landlord as of 11:59:59 pm on the day immediately prior to the commencement date of this Lease (prorated for any partial pay period); Landlord will calculate the base pay equivalent of the same and pay that amount to DC Healthcare within thirty (30) days of the commencement date of this Lease; and upon the employee's separation of employment with DC Healthcare, DC Healthcare will pay the employee the base rate value of his or her above-mentioned sick leave that remains unused. Landlord shall not be responsible to Tenant or DC Healthcare for any other sick leave expense.

ARTICLE 15 EMPLOYMENT

15.01 Offers of Employment. As of 12:01 a.m. on the commencement date, Landlord shall have laid off each of the Facility's employees as county nursing home employees, and prior to that date, Tenant will have offered them employment in accordance with the terms and conditions determined by Tenant (and offered by Tenant in response to the Invitation to Bid ("ITB")); provided that the other provisions of this Lease regarding such employees shall also apply and provided that Tenant shall employ the bargaining unit employees and do so under the terms of the collective bargaining agreement ("CBA") referenced in Section 15.06 of this Lease. Anything to the contrary notwithstanding, this Agreement shall not be deemed to create any third party beneficiary rights to any third party. Landlord and Tenant acknowledge and agree that from and after the commencement date of this Lease, Tenant shall be the sole employer of employees for the Facility who elect to accept Tenant's offer of employment (the "Retained Employees"), and Landlord shall not be considered or treated, under any circumstances, as either an employer or a joint employer with Tenant for any purpose whatsoever with respect to such Retained Employees. Tenant shall indemnify and hold Landlord harmless from and against any and all claims of the Retained Employees with respect to their employment at the Facility from and after the commencement date of this Lease. Landlord and Tenant acknowledge and agree that prior to the commencement date of this Lease, Landlord shall be the sole employer of all employees for the Facility, and Tenant shall not be considered or treated, under any circumstances, as either an employer or a joint employer with Landlord for any purpose whatsoever. Landlord will abolish the positions of all employees in order to facilitate transfer of Facility operations to Tenant. All duties and obligations of Landlord with respect to the employment of persons for the Facility, including, but not limited to, selecting employees for the Facility, establishing and complying with personnel policies and procedures, maintaining payroll records and disbursing payroll checks shall terminate on the commencement date of this Lease (provided that Landlord will process the payroll checks that include the period or any portion thereof that ends the day before the commencement date). Landlord shall maintain the ownership of the personnel records of persons employed by Landlord prior to the commencement date of this Lease, and Tenant shall have the right of access to the personnel files for the purpose of reviewing and copying the files as needed after the commencement date of this Lease.

15.02 Disposition of Leave Balances. Effective with the last payroll paid by Landlord to the employees who are laid off or separated from employment with the Facility as county nursing home employees, Landlord shall make the following dispositions (and Tenant's treatment of those matters shall also be as described):

- A. Vacation Leave Balances: Landlord shall pay off accrued, unused vacation balances for all of the employees as of the commencement date of the Lease. Tenant shall credit non-bargaining unit Retained Employees with an amount equal to up to two (2) weeks of their accrued, unused vacation balances paid off by the Landlord, regardless of Landlord having paid off such balances.
- B. Personal Leave Balances: Landlord shall pay off accrued, unused personal leave balances for the employees as of the commencement date of the Lease. Tenant shall or shall not credit Retained Employees with personal leave at Tenant's discretion, regardless of whether Landlord has paid off such balances, but subject to the bargaining unit employees' CBA as regards such bargaining unit employees.
- C. Sick Leave Balances: Landlord shall not pay off unused sick leave balances for bargaining unit employees; however, employees may be entitled to credit for unused sick leave balances upon re-employment by an Ohio civil service employer, as provided by law. Tenant shall or shall not credit Retained Employees with sick leave or allow accrual at Tenant's discretion, regardless of whether Landlord has paid off such balances, but subject to the bargaining unit employees' CBA as regards such bargaining unit employees.

15.03 Employee Insurances. In accordance with applicable law, Landlord will notify each employee of any applicable COBRA rights and will otherwise process any applicable health, dental, or similar insurance benefits in the same manner as for any similarly situated employee who is laid off or otherwise separates from employment under the same conditions as the subject employee.

15.04 Payroll Taxes. Tenant shall not be responsible for the monies paid by the Landlord to employees for their last payroll as county nursing home employees for the Facility, or for the leave balances paid off with that payroll, or for the taxes and pension contributions for that payroll.

15.05 PERS Contributions. Notwithstanding that Tenant will not operate the facility as a county nursing home, nor operate it "for" Landlord, Tenant will pay the employer share of PERS on and after the commencement date of this Lease for those Retained Employees that continue participation in the PERS system due to the operation of ORC Section 145.01(A), and shall reimburse Landlord if PERS assesses Landlord for same. Tenant shall also be responsible for deducting and forwarding the employee share.

15.06 Collective Bargaining Agreement. Tenant agrees to be bound as a successor employer by the collective bargaining agreement (CBA) between Park Health Center and Dist. 1199, Service Employees International Union," dated May 2, 2006, in accordance with Article 35 of that CBA.

ARTICLE 16 RESIDENT RECORDS AND TRUST FUNDS

16.01 Landlord will arrange for the transfer to Tenant of custody of any and all complete records including all resident care agreements, relating to the residents of the Facility; provided, however, that (a) Landlord shall have the right to inspect and copy the patient records at Landlord's sole cost and expense (subject to all applicable confidentiality laws), and (b) all patient records shall be transferred to Landlord upon the expiration or termination of this Lease, unless Tenant purchases the Leased Premises. All patient records shall remain confidential in accordance with Ohio Law.

In addition, the parties agree that Landlord holds resident trust funds for and on behalf of the residents of the Facility. All of these trust fund accounts are specifically excluded from the Leased Premises; provided, however, that on the commencement date, Landlord, with the cooperation of Tenant, shall transfer, along with all supporting records and documentation, the resident trust funds to a bank account designated by Tenant, and Tenant shall assume all such obligations and be directly accountable to the residents of the Facility for the resident trust funds transferred to it.

ARTICLE 17 TERMINATION

17.01 In the event of termination of this Lease by reason of any default or breach by Tenant, or upon the expiration of the original term or the term of extension if the parties have agreed in writing to an extension, then, and in any of such events, unless Tenant has purchased the Leased Premises and the sale has closed, Tenant, upon Landlord's written request, must, to the extent permitted by law, transfer to Landlord or its assigns, the following: (i) all federal, state or municipal certificates, licenses and permits which relate to the operation of the Facility; and (ii) the name of the Facility as then known to the general public. If Tenant fails or refuses to transfer any such certificate, license, permit or trade name, then this provision constitutes an act of assignment by Tenant to Landlord or its assigns without the necessity of any further written instrument.

**ARTICLE 18
TRANSFER AND ABANDONMENT**

18.01 No Transfer of Beds. During the term hereof, the present number of Beds utilized with the Leased Premises may not be increased, decreased, or transferred by Tenant to others or to other locations unless approved in advance by Landlord in writing, which approval may be withheld or given by Landlord in its sole and absolute discretion.

18.02 Abandonment. Tenant must not abandon or surrender said licenses, permits or certificates which relate to the operation of the nursing home business on the Leased Premises or in any way commit any act which will cause said licenses, permits or certificates to be revoked or not renewed by any federal, state, or local government authority having jurisdiction thereof.

**ARTICLE 19
SUBORDINATION, NONDISTURBANCE AND ATTORNTMENT**

19.01 This Lease will be and remain subject and subordinate to the lien of any mortgage which Landlord may place upon the Leased Premises and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extensions, modifications or replacements thereof. Landlord will arrange with any mortgagee to obtain a non-disturbance agreement that, provided Tenant is not in default hereunder, such mortgagee will not make Tenant a party to any action or other proceedings to foreclose such mortgage and will not terminate this Lease through foreclosure of such mortgage or otherwise, nor disturb Tenant in its possession or use of the Premises. Tenant agrees to attorn to the mortgagee or such other person or entity as its new landlord, and this Lease will continue in full force and effect as a direct lease between Tenant and such mortgagee or such other person or entity upon all the terms, covenants, and agreements set forth in this Lease.

**ARTICLE 20
CONDITIONS PRECEDENT AND SURVIVAL**

20.01 Landlord's Conditions Precedent. Notwithstanding any other provision of this Lease, the commencement date is subject to the satisfaction of all of the following conditions precedent, any or all of which may be waived by Landlord:

A. The abolishment of the positions of all current employees of the Facility who are civil service employees as provided in ORC Chapter 124 or any administrative rules promulgated thereunder, which Landlord agrees to promptly pursue using all best efforts.

B. The representations and warranties made by Tenant in this Lease shall be true in all respects on and as of the commencement date with the same effect as though such representations and warranties had been made or given on and as of the commencement date.

C. Tenant shall have performed and complied in all respects with all its obligations under this Lease that are to be performed or complied with by it prior to or at the commencement date.

D. DC Healthcare shall abide by the plan for continuing care of the Facility's residents that Buyer and DC Healthcare submitted to Seller during the bidding process regarding the purchase and lease of the Premises.

20.02 Tenant's Conditions Precedent. Notwithstanding any other provision of this Lease, the commencement date is subject to the satisfaction of all of the following conditions precedent, any or all of which may be waived by Tenant except Landlord's right under 20.02(A) to cure non-licensure:

A. Tenant's receipt of the necessary state and federal governmental or regulatory approvals and requirements, licenses, permits and certifications, and third party consents, necessary for Tenant to operate the Facility as a nursing home licensed under ORC Chapter 3721 and certified under the Medicaid program, including, without limitation, the receipt by Tenant of a paper copy of an ODH nursing home license. The parties acknowledge and agree that if Tenant cannot obtain an ODH nursing home license for the Facility in its present condition, then Landlord, in its sole discretion and at its sole cost and expense, may elect (within fifteen (15) days after Seller is made aware that Tenant cannot obtain an ODH nursing home license for the Facility in its present condition) to make any renovations, additions, modifications, or other changes to the Facility (which shall be completed in a good and workmanlike manner within sixty (60) days) that are necessary for Tenant to obtain an ODH license with respect thereto. If licensure is delayed while Landlord makes such renovations, additions, modifications, or changes, the commencement date of the Lease will be delayed accordingly, and all rents, charges, obligations, allocations of expense, etc. will be adjusted accordingly.

B. The representations and warranties made by Landlord in this Lease shall be true in all respects on and as of the commencement date with the same effect as though such representations and warranties had been made or given on and as of the commencement date.

C. Landlord shall have performed and complied in all respects with all its obligations under this Lease that are to be performed or complied with by it prior to or at the commencement date.

D. Landlord shall have obtained and recorded with the Belmont County Recorder's Office any documents necessary so that the Premises is not "land-locked" and so that the Premises will have ingress and egress to State Route 40 (National Road), which Premises and access shall be insurable on an Owners' policy of title insurance.

20.03 Survival. The terms of this Lease will survive the closing of the related Purchase Agreement as the context of this Lease indicates.

**ARTICLE 21
REPRESENTATIONS AND WARRANTIES**

21.01 Landlord Representations and Warranties. Landlord represents and warrants to Tenant as follows as of the date hereof and again as of the commencement date:

A. Organizational. Landlord is a validly existing, duly elected governmental entity under the laws of the State of Ohio.

B. No Breach of Statute or Contract. To Landlord's knowledge, the execution, delivery and performance of this Lease by Landlord will not breach any statute or regulation of any governmental authority, and will not, as of the commencement date, conflict with or result in a breach of or default under any of the terms, conditions or provisions of Landlord's governing documents, or any order, writ, injunction, decree, agreement or instrument to which Landlord is a party, or by which it or its property, may be bound.

C. Authorization of Lease. Landlord has full rights, power, and authority and has issued a valid resolution to enter into this Lease and to perform the same. This Lease has been duly executed and delivered by Landlord and, assuming valid execution and delivery by Tenant, is a valid, legal, and binding obligation of Landlord, enforceable in accordance with its terms.

D. Title to Leased Premises. To Landlord's knowledge: other than the leased or non-owned property set forth on Schedule 21.01(D), attached hereto and incorporated herein, Landlord is the record and beneficial owner of all of the Leased Premises and has the right to lease the same to Tenant in the manner provided herein; furthermore, the Leased Premises are free and clear of liens and encumbrances, except as provided in the Purchase Agreement.

E. Litigation. Except as provided on Schedule 21.01(E), attached hereto and incorporated herein, Landlord has no knowledge of any of the following that would violate the terms of this Lease (including but not limited to Section 7.01) or prevent the Lease from taking effect: (i) any legal actions, suits, claims, arbitration, or other administrative or governmental proceedings pending against Landlord involving the Facility; or (ii) any outstanding judgments against or in favor of Landlord involving the Facility.

F. Landlord will not do any of the following that would prevent Tenant's right to operate the Beds as contemplated by this Lease: sell or transfer the Beds, assign the Beds for credit, or incur any lien or encumbrance on the Beds; provided that none of the foregoing are intended to prevent the execution or performance of the Purchase Agreement.

G. Medicare/Medicaid Participation. To Landlord's knowledge, Landlord has not received any notice that Landlord is ineligible to receive payments as a "provider" under existing provider agreements with the Medicare and Medicaid programs through CMS and ODJFS, or that any proceeding or action is pending to revoke Landlord's eligibility to receive such payments (other than on account of a change of provider related to this Lease or the Purchase Agreement).

H. Compliance with Laws. To Landlord's knowledge, Landlord has not received notice of any of the following that have not been disclosed to Buyer and that would violate the terms of this Lease or prevent this Lease: violations of law or municipal ordinances, orders, or requirements from any federal, state, municipal or other governmental body, court, department, commission, board, business, agency or instrumentality (collectively, "Governmental Authority") having jurisdiction over or affecting the Property.

21.02 Tenant Representations and Warranties. Tenant represents and warrants to Landlord as follows as of the date hereof and again as of the commencement date:

A. Organizational. Tenant is a validly existing, duly organized limited liability company in full force and effect under the laws of the State of Ohio.

B. No Breach of Statute or Contract. To Tenant's knowledge, the execution, delivery and performance of this Lease by Tenant will not breach any statute or regulation of any governmental authority, and will not, as of the commencement date, conflict with or result in a breach of or default under any of the terms, conditions or provisions of Tenant's governing documents, or any order, writ, injunction, decree, agreement or instrument to which Tenant is a party, or by which it or its property, may be bound.

C. Authorization of Lease. Tenant has full rights, power, and authority to enter into this Lease and to perform the same. This Lease has been duly executed and delivered by Tenant and, assuming valid execution and delivery by Landlord, is a valid, legal, and binding obligation of Tenant, enforceable in accordance with its terms.

**ARTICLE 22
MISCELLANEOUS**

22.01 Parties Bound. This Lease is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

22.02 Ohio Law to Apply. This Lease will be construed under and in accordance with the laws of the State of Ohio. Any claims, demands, disputes, or litigation between the parties regarding this Lease shall be heard in the Court of Common Pleas, Belmont County, Ohio.

22.03 Legal Construction. In any case where one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Lease will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms of this Lease have been negotiated between the parties and no strict construction or construction against the drafter will be applied against either party.

22.04 Sole Agreement of the Parties. This Lease constitutes the sole and only agreement of the parties hereto except for (1) the Purchase Agreement, (2) the PHI Agreement, and (3) Tenant's obligations under the ITB, and except for the Purchase Agreement, the PHI Agreement, and the ITB, this Lease supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

22.05 Amendment. No amendment, modification, or alteration of the terms hereof will be binding unless the same are in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

22.06 Right and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party will not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

22.07 Waiver. No consent or waiver, express or implied, by the parties hereto of any default or breach of any term, condition, covenant or obligation of this Lease will be deemed a consent or waiver of any other default or breach of the same or any other term, condition, or covenant contained herein. Failure of a party to complain of any act or omission of the other party or to declare the other party in default, regardless of how long such failure continues, or to later insist at any time upon the strict observance or performance of any of the provisions of this Lease or to exercise any right or remedy as provided in this Lease, will not impair any right or remedy and will not constitute a waiver by such party of its rights thereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

22.08 Attorneys' Fees. In the event Landlord or Tenant breaches any of the terms of this Lease whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

22.09 Information Furnished. Tenant will promptly furnish to Landlord or any person designated by Landlord any necessary, non-confidential information or documents in Tenant's possession required by the terms of any contract, note, mortgage, or deed of trust of Landlord upon the reasonable demand of Landlord.

22.10 Time of Essence. Time is of the essence of this Lease.

22.11 Short Form Memorandum Recorded. The parties agree that this Lease may not be recorded, but that a memorandum short form lease for purposes of recording in the office of the county recorder shall be executed and recorded, and will contain only a description of the demised Premises and a notation as to the term of this Lease, and will refer to this Lease for recital of all of the other terms contained herein.

22.12 No Agency. Tenant shall not in any manner represent or hold itself out as operating the Facility by or on behalf of or as an agent of the Landlord or Belmont County, Ohio (the "County"), and nor shall Tenant depend upon or expect to receive any of the services previously provided by the County to the Facility unless Tenant specifically contracts with the County therefor. This provision does not prohibit Tenant from protesting, contesting, or objecting to taxes as provided in Section 3.01. Nor shall Tenant, upon and after the commencement date, use any trade name or corporate name that includes the words "Belmont County."

22.13 Notices. All notices, demands, requests or other instruments provided to be given under this Lease shall be sent by United States certified mail, return receipt requested, postage prepaid, or personal delivery with acknowledgement of receipt, or by overnight courier, and by any of these methods addressed to the proper party, at the following address:

Landlord: Belmont County Board of Commissioners 101 West Main Street St. Clairsville, Ohio 43950 With a copy to: Belmont County Prosecutor's Office 147-A West Main Street St. Clairsville, Ohio 45320 Attention: Hon. Chris Berhalter Belmont County Prosecuting Attorney	Tenant: Park Health Realty, LLC 561 Leeds Gate Lane Wadsworth, Ohio 44281
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Guarantor: Frank Murphy 561 Leeds Gate Lane Wadsworth, Ohio 44281	DC Healthcare: DC Healthcare Enterprises, LLC 21 East 34 th Street Shadyside, Ohio 43947
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22.14 Counterparts. This Lease may be executed in one or more counterparts, all of which shall be considered one and the same Lease and shall become effective when one or more counterparts have been signed by each of the parties hereto. Signatures transmitted by facsimile or e-mail shall be deemed to be original signatures.

22.15 Landlord's Knowledge. For the purposes of this Lease, a fact or circumstance shall be within "Landlord's knowledge" if Commissioner Ginny Favede, Commissioner Charles Probst, Commissioner Matt Coffland, and/or the existing administrator of the Facility is aware or has actual knowledge of the fact or circumstance or has received actual notice of the fact or circumstance.

**ARTICLE 23
GUARANTY**

23.01 To induce Landlord to lease the Leased Premises to Tenant, Guarantor absolutely and unconditionally guarantees to Landlord and its successors and assigns the full and prompt payment of all sums when due during the term of this Lease ("Guaranty"), including but not limited to the employer share of PERS contributions under Section 15.05 of this Lease and the forwarding of the employee share of PERS contributions under the same Section. This Guaranty is absolute and unconditional and Guarantor agrees to reimburse Landlord under this Lease for all reasonable costs and expenses, including reasonable attorneys' fees, as may be incurred by Landlord in enforcing the obligations of Tenant under the Lease or in enforcing this Guaranty. This is a guaranty of payment and not of collection, and shall continue with respect to Guarantor until all payment obligations of Tenant under the Lease have been fully performed or satisfied, except as specifically limited hereunder. Guarantor hereby waives any right to require that any action be brought against Tenant or any other person, or to require that resort be had to any security or to any balance of any deposit account or credit on the books of Landlord in favor of Tenant or any other person. No renewal, extension, change, alteration, modification, or amendment of this Lease or forbearance by Landlord with respect to the Lease shall affect, in any manner, Guarantor's liability hereunder, except as specifically described herein. Until all payment obligations of Tenant under the Lease have been fully performed or satisfied, Guarantor shall have no right of subrogation and hereby waives any right to enforce any remedy which Landlord may have under the Lease, and Guarantor further hereby waives any benefit of and right to participate in any security now or hereafter held by Landlord with respect to the Lease. Guarantor hereby waives (a) notice of acceptance of this Guaranty and of the execution and delivery of the Lease by the Tenant, (b) diligence, presentment and demand for payment of any installment of rent or demand for performance of any other obligation under this Lease; (c) protest and notice of default to Guarantor or to any other party with respect to the Lease; (d) any other notices to which Guarantor may otherwise be entitled; and (e) any demand for payment under this Guaranty.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the day and year first above written.

LANDLORD: Belmont County, Ohio Board of County Commissioners

By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr. President
Matt Coffland /s/
Matt Coffland, Commissioner
Ginny Favede /s/
Ginny Favede, Commissioner

April 8, 2009

STATE OF OHIO

}ss:

COUNTY OF BELMONT

The foregoing instrument was acknowledged before me this 9th day of April, 2009, by Charles R. Probst, Jr., Matt Coffland, and Ginny Favede on behalf of Belmont County, Ohio Board of County Commissioners.

Notary Public – Cindi Henry

My commission expires: July 29, 2013

TENANT: **Park Health Realty, LLC, an Ohio limited liability company**

By:

Frank Murphy, General Manager

STATE OF OHIO

}ss:

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of April, 2009, by Frank Murphy, General Manager, on behalf of Park Health Realty, LLC, an Ohio limited liability company.

Notary Public

My commission expires: _____.

DC HEALTHCARE: **DC Healthcare Enterprises, LLC, an Ohio limited liability company**

By: Daniel J. Coggins /s/

Daniel Coggins, Manager

STATE OF OHIO

}ss:

COUNTY OF BELMONT

The foregoing instrument was acknowledged before me this 10th day of April, 2009, by Daniel Coggins, Manager, on behalf of DC Healthcare Enterprises, LLC, an Ohio limited liability company.

Cindi Henry /s/

Notary Public

My commission expires: July 29, 2013

GUARANTOR: **Frank Murphy, a natural person**

By:

Frank Murphy, a natural person

STATE OF OHIO

}ss:

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of April, 2009, by Frank Murphy, a natural person.

Notary Public

My commission expires: _____.

Approved as to form: David K. Liberati /s/ (Assistant)

Belmont County Prosecutor

4/9/09

Date

Exhibit A

LEGAL DESCRIPTION

And known as and being Lot Number One (1) in the Mark H. Kennedy Addition to Richland Township, as recorded in Cabinet C at Slide 392, of the Plat Records of Belmont County, Ohio, and containing 5.202 acres. Being a part of forty (40) acres conveyed from William F. Kennedy to Mark Kennedy by deed dated April 11, 1949 and recorded in Volume 380 at Page 77, Deed Records of Belmont County, Ohio.

The Grantor, being the owner of Mark H. Kennedy Park, does hereby waive the requirement that if the property ever ceases to be used for a medical clinic or other similar medical facility, that fee title will revert to Mark H. Kennedy Park (Mark H. Kennedy being now deceased). The property herein conveyed shall, however, be subject to a Right of First Refusal contained in an Agreement between Grantor and Grantee dated January 10, 1990, and amended in an Amendment to Agreement dated March 15, 1991.

Reserving unto the Grantor, its heirs and assigns, an easement for road purposes over a strip of property of the uniform width of twenty (20) feet on said Lot One (1), described as follows:

Situated in the State of Ohio, County of Belmont, Township of Richland, Section 10, Township 7, Range 4. Being a part of Lot 1 of the Plat of Mark H. Kennedy Addition, recorded in Cabinet C – Slide 392 of the Belmont County Plat Records. The following described line being the centerline of a proposed roadway as shown on the attached “EXHIBIT A”:

Beginning on a southerly line of said Lot 1, where a concrete monument found at the southeast corner thereof bears South 85° 53’ East 40.39 feet. Thence from the said point of beginning and along a curve to the right with the chord being North 52° 10’ 25” East 55.86 feet, having a central angle of 32° 26’ 15”, a radius of 100.00 feet and an arc length of 56.61 feet, to the point of terminus on the easterly line of said Lot 1, a concrete monument found at the northeast corner thereof bears North 05° 53’ 47” East 381.51 feet.

This description was prepared by Allen J. Smith, Professional Surveyor No. 6960, from an actual field survey performed on or about February 11, 1991.

Also granting unto the said Grantee, its successors and assigns, an easement for road purposes, to be used in common with the Grantor, its successors and assigns, over a strip of property of the uniform width of twenty (20) feet, described as follows:

Situated in the State of Ohio, County of Belmont, Township of Richland, Section 10, Township 7, Range 4. The following described line being the centerline of a proposed roadway:

Beginning on a southerly line of Lot 1 of the Plat of Mark H. Kennedy Addition, recorded in Cabinet C – Slide 392 of the Belmont County Record of Plats, where a concrete monument found at the southeast corner of said Lot 1 bears South 85° 53’ East 40.39 feet, from which a concrete monument found at the northeast corner of said Lot 1 bears North 06° 00’ East 418.86 feet. Thence from the said point of beginning, South 35° 57’ West 250 feet to the approximate center of an existing asphalt access road to U.S. Route 40.

Being a part of the premises conveyed to Presbyterian Homes, Inc. by instrument recorded in Volume 619 Page 775 of the Belmont County Deed Records.

This description was prepared by Allen J. Smith, Professional Surveyor No. 6960, from a field survey performed on February 11, 1991.

Exhibit B

ASSUMED CONTRACTS

Schedule B(1):

TAB #	SERVICE TYPE	NAME OF VENDOR	STATED TERM
2	Ambulance Services	Neff's Fire Dept.	10/18/06-10/18/08 renews automat; 45 days prior to anniv to cancel
7	Black Lung	FBLP Provider Contr.	10/2/95 - ?
14	Dishwasher (equipment)	Ecolab Equipment Lease	2/17/06-2/17/07; 60 days prior to anniv to cancel, or 30 days after \$ increase

15	Medical Supplies	McKesson (was Druzak)	12/1/07-11/30/2012; 30 days prior to end to cancel; has buyout provisions
16	Electronic Data Transfer	Ohio Dept Jobs & Family Services	7/13/05; 30 days to cancel
17	Elevator	Schindler Elev. Co.	9/24/02 - 9/23/07; renews; 90 days prior to end of term to cancel
22	Generator Preventive Maintenance	West Branch Deisel, Inc.	4/2007 - 3-2008; (annual testing) cancel 30 days prior to anniv
24	(Provider Agreem't?)	Health Plan of Upper Oh. Valley, Inc.	3/1/04 - 2/28/05; yr - yr; 90 days to cancel; facility to notify re change in owner
25	Heating, AC	Johnson Boiler Works, Inc.	2/21/02 - 2/20/03; yr - yr; 30 days prior to anniv to cancel
29	KePRO (QIO)	Ohio KePRO	11/4/08 - ?; 60 days to cancel
32	Medical Director	Paul W., MD	11/1/08 - 10/31/09; service as needed
33	Provider Agreement	HighMark W.V. Inc./ Mountain St. BC/BS	8/1/05 - until terminated; 30 days to cancel
37	Medicare Billing	Professional Review Network, Inc.	8/1/94; 30 days to cancel
39	Peer Review (QIO)	Peer Rev'w Sys. Inc.	3/15/99 - 7/31/99
42	Rug Service	Cintas	10/31/02 - 10/30/03; yr - yr; 60 days prior to anniv to cancel
46	Sprinkler System	S.A. Comunale Co. Inc	1/15/03 - ?; 60 days written notice to cancel
52	Winstar (Payroll Soft)	IntegrTime	9/29/04 renews yr - yr
53	Workers Comp	Ohio BWC	8/27/96 looks like provider agreement
59	Dining Furniture	Direct Capital Corp.	7/27/06 (36 mo lease) for dining chairs and tables with option to purchase at end for \$1.00.
60	Code Alert Equip.	RFT Technol., Inc.	9/24/08 Warranty & Service Agreem't
61	Med Supplies/Equip	McKesson Med-Surg Minn. Suply, Inc.	9/12/08-11/30/12; renews unless cancelled 60 days prior to expiration
62	Software License	SOS	8-10-04 renews yr - yr
63	MxVision Software	Techni Graphic Sys.	2-01-05; 30 days to cancel "for cause"
64	Provider Contr.	UMWA	12/16/2008
66	Criminal Bkgr Soft.	Cogent Systems	2/01/09 - 1/31/10

Schedule B(2):

1	Advertising	WPX, Times Leader, etc.	(5/18/08 - ?) 3 month minimum
3	Barber	Richard R.	8/5/93; 30 days to cancel
	Beautician	Lisa G.	8/30/08; 30 days to cancel
4	Welfare to Work	Belmont County	1/10/02; cancel as needed
5	Clinical Affiliation	Belmont Harrison Voc School District	3/20/07 no term stated
6	Co-op Agreement	Belmont Tech Coll'g	6/3/08; quarterly; 30 days to cancel
8	Cable Service	TCI Cablevision	4/12/95 - ?
9	* Liability Insurance	CORSA	5/1/02-5/1/03 (talk to Commissioners)
11	Dental (residents)	Dr. Kmiek's Dental Health Service, Inc.	6/24/02; 30 days to cancel
12	Dialysis	Wheeling Renal Care	8/23/07 - 8/22/08; yr-yr; 30 day canc'l
13	Dietitian	Amy L.	5/25/08 - ?; 30 days to cancel
19	Exterminating	Buckeye Extermin'g	7/14/92 no specification re termination
20	Fire Alarm System	Emergency 24?	3/24/03 - says runs with Fire Alarm K
21	Fire Alarm Testing	New Tech Sys., Inc.	7/2007 - 6/2008 (annual testing) cancel 30 days prior to anniv
23	Hazard. Waste Disp.	Stericycle, Inc.	1/31/08 - 1-30-09, then mo - mo.
26	Hospice Particip.	Valley Hospice	1/29/04 - ?; 30 days to cancel
27	Housekeep/Laundry Supplies	Damon Industr., Inc.	7/1/03 -- renews yr - yr. 30 days to cancel
28	Internet	ATT	5/15/02 (79 mo?) 36 mo commitment; ATT may own some equip
30	Lab	City Hospital Bellaire	9/8/93 - ?; 30 days to cancel
31	* Liability Insurance	CORSA	11/25/07-11/25/08 (TT Commissioners)
36	Membership	OHCA	(membership confirmation)

38	* Pharmacy	Medi-Wise	6/1/05; 30 days to cancel; Medi-Wise may own some equip
40	Podiatrist	Dr. Richard L. M.	2/7/05; 30 days to cancel
41	Psychiatrist	Dr. Ali M.	11/8/06; 30 days to cancel
43	Sanitation	Roger L. Tipton & Sons	1/31/96; no term stated
44	Oxygen	Sr. Care Sv's	Unsigned -- 30 days to cancel
45	Senior Care Health (ear; optom.; diab. depth shoe; fall risk)	Senior Health Care Assoc.	3/12/02 - 3/11/03; yr - yr; 30 days to cancel

47	State Purchasing		12/4/85 Commiss. Resol. authorizing purchasing through state program
48	* Therapy Services	Enduracare, LLC	8/1/02 - 7/31/03; yr - yr; 30 days to cancel
49	Patient Transfer	SE Ohio Reg. Med Ctr.	30 days to cancel
50	TriCare (SNF Partic.)	TriCare for Life	7/7/03 - ?
51	Water	Dean's Water Serv.	Letter offering service; no stated term
54	Workers Comp	CompManagement Health Sytems, Inc.	5/20/99 indicating Park Health as Preferred Provider/BWC Certified Provider
55	X-Ray	P&P Health Services, Inc.	10/1/08 - 9/31/09; yr - yr; 30 days to cancel
56	* Liability Insurance	CORSA	(Talk to Commiss re this insurance)
65	Food Service Contract	Sysco	

Tab numbers refer to the tabs in the Facility contract book, where the contract is normally found.

Schedule B(1) Contracts.

Tenant agrees to assume the contracts listed in Schedule B(1) above to the extent those contracts can be assigned and transferred to Tenant. If such contracts can be assigned and transferred to Tenant, then Landlord shall be responsible for all obligations and expenses arising under such contracts attributable to the period prior to the commencement date of the Lease, and Tenant shall be responsible for all obligations and expenses arising under such contracts attributable to the period on and after the commencement date of the Lease. If such contracts cannot, by their terms, be assigned or transferred to Tenant, Landlord agrees to use good faith, diligent, and reasonable efforts on or before the commencement date of the Lease, and at Landlord's sole cost and expense, to terminate such contracts.

Schedule B(2) Non-Asterisked Contracts.

Landlord will give a thirty (30) day (or as otherwise required by the applicable contract) written notice of contract termination to each of the non-asterisked vendors listed in Schedule B(2) above in late April, 2009 so Tenant has an opportunity, if it so chooses, to negotiate terms and conditions of potential new contracts with those vendors. Landlord shall be responsible for all obligations and expenses arising under such contracts attributable to the period prior to the commencement date of the Lease, and Tenant shall be responsible for all obligations and expenses arising under such contracts attributable to the period on and after the commencement date of the Lease.

Schedule B(2) Asterisked Contracts.

Landlord will give a thirty (30) day (or as otherwise required by the applicable contract) written notice of contract termination to each of the asterisked vendors listed in Schedule B(2) above as soon as possible after Landlord has received notice that Tenant has received a physical copy of an ODH nursing home license for the Facility. Landlord agrees to use good faith, diligent, and reasonable efforts to work with such vendors to arrange for such contracts to terminate, effective, on or before the commencement date of the Lease. Landlord shall be responsible for all obligations and expenses under such contracts attributable to the period prior to the commencement date of the Lease, and Tenant shall be responsible for directly paying each such vendor, at the contract price, for goods and services Tenant receives from that vendor during the period from the commencement date of the Lease through the end of the cancellation period for that contract.

Miscellaneous.

Notwithstanding anything to the contrary contained herein: (a) regarding Landlord's CORSA insurance policies, Tenant is not requiring Landlord to cancel any such insurance policies that are necessary or advisable in connection with Landlord's ownership of the Facility under the provisions of the Lease; provided, however, that Landlord will be responsible for all costs and expenses associated with such insurance policies; (b) Landlord, after providing written notice to Tenant, may terminate on or before the commencement date of the Lease, at its sole cost and expense, any contracts under which Tenant would not be able to receive goods or services due to such goods and services only being available to government entities; and (c) as with certain other provisions in the Lease, "Tenant" in this Exhibit B means Tenant or DC Healthcare, as a sub-lessee of Tenant.

Schedule 21.01 (D)

Leased or Non-Owned Furniture and Equipment:

Copy Machine: The copy machine that is part of a pool leased by the County.

Ecolab Dishwasher:

Equipment owned by or leased from the Facility's Medical Supply Company: e.g., Smart Tracker Software.

ATT Broadband Internet Service equipment, (e.g., cable box(es)).

Medi-Wise LTC Pharmacy equipment, e.g., pharmacy policy manuals and information belonging to Medi-Wise, fax machines and carts for the nurses.

Furniture leased from Direct Capital Corp.: Park Health leases 17 Queen Anne dining tables, 34 Queen Anne chairs, another 34 Queen Anne chairs.

Pitney Bowes equipment: postage machine and letter folding machine.

Oxygen Equipment: (e.g., oxygen concentrators and tanks).

Enduracare equipment: e.g., the lifts in the Therapy area.

Mike Maistros' Paintings and Furniture: e.g., Reithmuller paintings; "L" shaped desk used by Admissions person; and items in his office: chair; typewriter, calculator, electric pencil sharpener, straight back chair, personal plaques and ribbons, etc.

Licensed Software, e.g., SOS Software, MxVision Software

Also, the historic table from the old [prior] county home that had been at Park Health, but that the Commissioners retrieved for historical purposes is not being leased or sold.

Schedule 21.01 (E)

Pending Legal Actions, Suits, Claims, etc.:

Former Employee: a former employee was terminated and grieved, name disclosed to Tenant but omitted here.

Current employee(s): A current employee has said he wants to cash in "comp time." No formal claim has been filed. To Landlord's knowledge, he is overtime exempt under the FLSA. There may be other similarly situated employees who make similar claims; however, the Lease already addresses pre-commencement date obligations.

Unemployment Compensation Claims: There may be unemployment compensation claims by employees who have recently quit or been separated from employment, even if they might not be entitled to benefits.

Workers Compensation Claims: There may be a few employees or former employees who are receiving benefits from pre-Lease workers compensation claims or who are on transitional work programs in lieu of WC wage benefits.

Survey/Inspection Deficiencies: Landlord received notice of deficiencies in a recent survey by the Ohio Department of Health, which included deficiencies in a patio and the sprinkler system for which Landlord has submitted plans of correction. (The patio and sprinkler system plans of correction are referenced in Section 6.01 of this Lease.) Landlord was also given notice by the Fire Marshall to clear boxes from hallways, which Landlord has since undertaken.

Open Medicaid/Medicare Settlement Periods: The Facility still has open settlement periods for Medicaid for 2004, 2005, and 2006, and Seller has no knowledge of having received 2007 (or subsequent years). The Facility's cost reimbursement consultant reports that the Facility has a tentative Medicare settlement for 2007, and Seller has no knowledge of having received any notice regarding subsequent years.

PURCHASE AGREEMENT (REAL AND PERSONAL PROPERTY)

This Purchase Agreement (Real and Personal Property) ("Agreement") is made and entered into this 9th day of April, 2009, by and among the Belmont County, Ohio Board of County Commissioners ("Seller"), Park Health Realty, LLC, an Ohio limited liability company ("Buyer"), Frank Murphy, a natural person ("Guarantor"), and with respect to Sections 1.2 and 2.2, DC Healthcare Enterprises, LLC, an Ohio limited liability company ("DC Healthcare").

WITNESSETH:

WHEREAS, Seller has heretofore operated the Belmont County-Park Health Center located 100 Pine Avenue, St. Clairsville, Ohio 43950 (also referred to herein as "Facility") as a "county home" as that term is referenced in Ohio Revised Code ("ORC") Chapter 5155;

WHEREAS, the Facility is a one hundred (100) bed nursing facility certified to participate in the Medicare and Medicaid programs;

WHEREAS, Seller has determined that the sale and/or lease of the Facility and its assets to a private owner are in the best interests of the citizens of Belmont County, and in connection therewith, Seller has an obligation under ORC Section 5155.31(B) to provide for the care of the Facility's current residents;

WHEREAS, on December 23, 2008 ("Bid Award Date"), Buyer and DC Healthcare were jointly selected by Seller as the winning bidders for the lease and purchase of the Facility, pursuant to the solicitation of bids by Seller, in accordance with applicable law ("Bidding Process");

WHEREAS, Buyer and Seller will enter into a Lease Agreement of even date herewith ("Lease") whereby Seller will lease to Buyer, and Buyer will lease from Seller, the Property (as hereinafter defined), until the purchase and sale transaction contemplated herein is consummated;

WHEREAS, DC Healthcare, as the sub-tenant of Buyer under the Lease, has agreed to be the sole operator of the Facility under the Lease; and

WHEREAS, Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, all of the Property, on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Buyer and Seller hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Assets. At the Closing (as hereinafter defined), Seller shall sell, transfer, assign and deliver to Buyer and Buyer shall purchase from Seller, all of Seller's rights, title and interest in and to the following assets (collectively, "Property"):

- A. The real estate located at 100 Pine Avenue, St. Clairsville, Ohio 43950, and all buildings, structures, erections, improvements, appurtenances, easements and fixtures thereon, including fixed machinery and fixed equipment situated thereon or forming a part thereof, as described more particularly on the legal description set forth on Exhibit A, attached hereto and incorporated herein, consisting of, without limitation, a one-story building and other appurtenant structures situated on approximately five (5) acres of land (collectively, "Real Estate").
- B. All of the right, title and interest in and to the right to operate all of the one hundred (100) nursing home beds located at the Facility ("Beds").
- C. All of the right, title and interest in and to the right to apply for any and all nursing home licenses, certifications, approvals, authorizations, and/or permits, or exemptions therefrom, that relate to, or are necessary for or utilized in, the operation of the Facility, including, but not limited to, all right, title and interest in and to any certification to participate in the Medicare program under Title XVIII of the Social Security Act of 1965, as now or hereafter amended ("Social Security Act"), and the Medicaid program under Title XIX of the Social Security Act.
- D. All machinery, furniture, vehicles, equipment, appliances, tools, and consumable goods (including, but not limited to, food, laundry, linen, cleaning materials, and medical supplies) owned by Seller and used in the operation of the Facility (excluding, however, property of residents or employees or pharmaceuticals).
- E. All policies, procedures, handbooks, instructions, financial and cost report information, employee records and to the extent permitted by law, all resident records and medical records, currently located at or relating to the Facility, subject to the provisions herein and in the Lease regarding the transfer and preservation of public records.
- F. All right, title and interest in and to all goodwill, registered or unregistered trademarks, service marks, trade or brand names, telephone and facsimile numbers, world wide web sites, service marks and other intangible property pertaining to the Facility (except as otherwise specifically provided in the Lease).
- G. All architect renderings, blue prints, floor plans, mylars, and other documents relating to the construction of the Facility subject to the provisions herein and in the Lease regarding the transfer and preservation of public records.
- H. All such other tangible or intangible property as are used or useful in the conduct of the business of the Facility.

1.2 Liabilities and Obligations. The only liabilities and obligations assumed by Buyer and DC Healthcare are those liabilities and obligations Buyer and DC Healthcare specifically assume or assumed under the terms of this Agreement or the Lease (including all exhibits hereto and thereto), including but not limited to the obligation to pay (or reimburse the Seller for) the employer share of any PERS contributions that are required per Section 15.05 of this Lease and the obligation to forward any corresponding employee share of PERS contributions under the same Section. Without limiting the survival of any other obligations, the foregoing PERS obligations will survive the execution of this Agreement. The liabilities and obligations that remain with Seller are those liabilities and obligations Seller retained under the terms of this Agreement or the Lease (including all exhibits hereto and thereto).

ARTICLE II

CONSIDERATION

2.1 Purchase Price. As consideration for the purchase of the Property, Buyer shall pay to Seller the amount of four million one hundred and twenty five thousand dollars (\$4,125,000) ("Purchase Price"). The Purchase Price shall be allocated among the Property as agreed upon by the parties and as set forth on Exhibit B, attached hereto and incorporated herein and the parties agree to not take a position on any income tax return, before any governmental authority, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Exhibit B, except as necessary to comply with any applicable law or government regulation; and further provided that if the allocation does violate any applicable law or government regulation, either the allocation shall be adjusted to the extent necessary to come into compliance with that law or regulation or Section 12.2 of this Agreement shall apply.

Buyer shall pay Seller two hundred fifty thousand dollars (\$250,000) (which may consist of the eighty two thousand five hundred dollar [\$82,500] Earnest Money Deposit that Buyer deposited with Seller during the bidding process and an additional payment of one hundred and sixty seven thousand five hundred dollars [\$167,500]) as an earnest money payment on the date of this Agreement above ("Earnest Money Payment"). The Earnest Money Payment will be applied to and reduce the Purchase Price at Closing. In the event that the transaction contemplated hereunder does not close for any reason whatsoever, except due to (i) the termination of this Agreement by Buyer under Section 4.3, (ii) a material breach of this Agreement by Seller, or (iii) if DC Healthcare is unable to obtain a nursing home license from the Ohio Department of Health ("ODH") for the Facility in its present condition, then the Earnest Money Payment will be retained by Seller, following the termination of this Agreement. In the event that the transaction contemplated hereunder does not close due to (i) the termination of this Agreement by Buyer under Section 4.3, (ii) a material breach of this Agreement by Seller, or (iii) if DC Healthcare is unable to obtain a nursing home license from the ODH for the Facility in its present condition, then the Earnest Money Payment will be refunded to Buyer promptly following the termination of this Agreement.

2.2 Additional Consideration. As additional consideration for the purchase of the Property, Buyer and/or DC Healthcare, as applicable, hereby agree to the following:

- A. DC Healthcare shall adopt a nursing home admissions policy providing that all admissions decisions must be made without regard to race, color, national origin, or religion;
- B. Buyer and DC Healthcare shall comply with all applicable laws pertaining to the transaction contemplated hereunder;
- C. Buyer and DC Healthcare shall reasonably cooperate with Seller during the transaction period from the date of this Agreement through the Closing, in order to ensure an efficient and effective transition period; and
- D. DC Healthcare shall abide by the plan for continuing care of the Facility's residents that Buyer and DC Healthcare submitted to Seller during the Bidding Process.

2.3 Specific Performance. The parties hereby declare that it is impossible to measure in money the damages which will accrue to Seller and the Belmont County residents by reason of a failure to perform any of the obligations under Section 2.2 of this Agreement. Therefore, if Seller shall institute any action or proceeding to enforce the provisions of Section 2.2, any person (including Buyer) against whom such action or proceeding is brought hereby waives the claim or defense therein that Seller has or may have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

ARTICLE III

LEASE AND SUBSEQUENT CLOSING OF SALE

3.1 Lease and Closing. As provided in the Lease, Buyer has agreed to lease from Seller, and Seller has agreed to lease to Buyer, the Property. The commencement of the Lease shall take place simultaneously with the closure of Belmont County-Park Health Center as a county home (and Belmont County-Park Health Center's simultaneous reopening as a private nursing home). The closing of the sale and purchase of the Property contemplated hereby (the "Closing") shall occur at the offices of Seller, 101 West Main Street, St. Clairsville, Ohio, at 9:30 a.m. on October 1, 2009 ("Closing Date"), or at such other time and place as the parties may agree, provided that said Closing Date may be extended by such time, if any, as is necessary to cure title defects or

objections pursuant to Article IV below. However, if the Closing does not occur prior to ten (10) months and one (1) week from the Bid Award Date, then Seller shall have the unconditional right to determine that this sale shall not close, and the Facility, Beds, and Medicare and Medicaid provider agreements shall revert to Seller no later than twelve (12) months from the Bid Award Date.

3.2 Buyer Deliveries. At least thirty (30) days before the Closing, Buyer shall deliver or cause to be delivered to the Seller a written certification of Buyer signed by a duly authorized representative of Buyer that, as of such date:

- A. DC Healthcare has received and still maintains a nursing home license from the ODH to operate the Facility;
- B. The Facility is certified to participate in the Medicare and Medicaid programs;
- C. All other pertinent regulatory approvals have or will be received by DC Healthcare to permit the uninterrupted operation of the Facility.

3.3 Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

- A. Written certification of Seller signed by a duly authorized representative of Seller that, as of the Closing, Seller has complied with any and all regulatory requirements governing the sale of the Property.
- B. The certificate described in Section 11.3.
- C. A Bill of Sale, transferring all of Seller's rights, title and interest, in and to the Property (other than the Real Estate) to Buyer, free and clear of all liens, encumbrances, security interests, pledges, and charges, other than the Lease and Title Matters, and containing the provisions of Article V of this Agreement regarding the condition and inspection of the property.
- D. A Limited Warranty Deed ("Deed"), in recordable form, transferring and conveying all of Seller's rights, title and interest in and to the Real Estate, free and clear of all liens and encumbrances, other than the "Title Matters" (as hereinafter defined).
- E. A written waiver or release in recordable form by Presbyterian Homes Inc. of its right of first refusal with respect to the Property ("Release of Right of First Refusal") that was executed as of January 11, 2009.
- F. Any and all other documents, instruments, title affidavits, certificates, or writings that may be reasonably required to effect the consummation of the transaction contemplated herein.

The parties acknowledge and agree that such transfers contemplated by the Closing deliveries set forth in this Section 3.3 do not include any funds or amounts to which Seller is entitled under the Lease, including, without limitation, Medicaid reimbursements and other accounts receivable pertaining to the period prior to the commencement of the term of the Lease. If Buyer receives delivery of any such pre-Lease reimbursements, Buyer will immediately deliver the same to Seller in the manner provided in the Lease.

3.4 Title Agent. The parties shall use the Title Insurer (as hereinafter defined) as the title agent to conduct the Closing. The Buyer shall pay the cost of the title agent.

ARTICLE IV EVIDENCE OF TITLE

4.1 Title Commitment. Within ten (10) days after the execution of this Agreement, Buyer shall order a commitment for an owner's policy of title insurance covering the Real Estate ("Title Commitment") issued by a title company of Buyer's choice ("Title Insurer"), in which the Title Insurer shall agree to issue a title insurance policy at Closing in the amount of the Purchase Price to insure fee simple title to the Real Estate in the name of Buyer, free and clear of all liens and encumbrances, except the following (collectively, "Title Matters"):

- A. Those created or assumed by Buyer;
- B. Zoning ordinances;
- C. Legal highways and public rights-of-way;
- D. The Lease;
- E. Taxes and assessments which are an existing lien or which may become a lien on the Real Estate, but which are not yet due and payable; and
- F. Easements, covenants, conditions and restrictions of record; provided that none shall render title to the Real Estate unmarketable or adversely interfere with Buyer's intended use of the Real Estate.

4.2 Seller and Buyer further agree that the entire cost of all commitments, endorsements and final title insurance policies provided in accordance with this Agreement, and all costs of any title examinations made for such purposes, shall be paid for by Buyer.

4.3 Within ten (10) days from the receipt of said Title Commitment, Buyer shall deliver to Seller written notice of any objections which Buyer may have with respect thereto. Failure of Buyer to deliver said written notice of objections within said ten (10) day time period shall be deemed conclusive evidence that Buyer has approved each and every matter contained in said Title Commitment and that on the Closing Date, Buyer will accept title in the condition set forth therein. Seller shall be granted thirty (30) days to cure any title defects ("Defects") as may be disclosed to Seller by Buyer pursuant to the aforesaid written notice, and if Seller fails to cure said Defects or elects not to cure said Defects within said thirty (30) day period, Buyer shall have the right to (A) terminate this Agreement by providing written notice to Seller within five (5) days after such thirty (30) day period (in which case, this Agreement shall terminate, the parties shall be released from further liability hereunder, Buyer shall be entitled to the return of the Earnest Money Payment, and neither party shall have any further claim against the other by reason of this Agreement); (B) proceed with the purchase and sale contemplated hereunder, notwithstanding such Defects and/or the inability or unwillingness of Seller to cure the same (in which case, Buyer shall have no claim for abatement or reduction in the Purchase Price, or damages or reimbursement hereunder); or (C) with Seller's consent, extend Seller's time for curing said Defects. In the event Buyer shall not provide written notice of termination under this Section 4.3 within said five (5) day period, Buyer shall be deemed to have elected to proceed with the purchase and sale contemplated hereunder. Seller shall be deemed to have cured any objection to title if Seller obtains title insurance without exception for Buyer's objection. Seller shall in no case be required to bring any action or proceeding or otherwise incur any expense to render title to the Real Estate marketable.

4.4 If Buyer desires a survey of the Real Estate, Buyer shall secure the same at Buyer's cost and expense. Seller shall make promptly and readily available to Buyer, however, any surveys of the Real Estate which Seller may have in its possession.

ARTICLE V CONDITION OF PROPERTY AND INSPECTION

5.1 Inspection of Property. Buyer acknowledges that Seller has made the Property fully available to Buyer for inspection, including, but not limited to, structural, mechanical, electrical and environmental inspections, and that Buyer has accepted the condition of the Property. Buyer's obligation to perform hereunder shall not be contingent upon further inspection of the condition of the Property.

5.2 Condition of Property. Buyer expressly agrees that Buyer shall, on the Closing Date, take title to the Property "as is" and with all faults, known or unknown, disclosed or undisclosed, subject to Seller's representations and warranties herein. Buyer further expressly agrees to accept the Property subject to use, consumption and changes in the condition thereof occurring in the ordinary course of business subsequent to (A) the date of Buyer's inspection(s) thereof, (B) the date of this Agreement, and (C) prior to the Closing Date. Seller shall have no obligation to repair or replace any item of Property in the event of the damage, destruction or change in condition to such item other than pursuant to Seller's usual and customary practice in the ordinary course of its business, or in accordance with the Lease. Buyer represents to Seller that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation or warranty whatsoever regarding the subject matter of this Agreement, or any part thereof, including, without limitation, representation as to the physical condition of the Property, except as is specifically set forth in this Agreement or in the Lease. Buyer is relying in all respects as to the physical condition of the Property on its inspections thereof.

5.3 Warranty of Property. The parties hereby agree that the Property is being sold in its "as is" condition as of the Closing Date, subject to the provisions hereof. This Agreement contains all of the terms and conditions agreed upon, it being understood that there are no other representations or warranties, express or implied, other than as provided in the Lease. SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

6.1 Title to Property. Other than the leased or non-owned Property set forth on Schedule 6.1, attached hereto and incorporated herein, Seller has good and marketable title to all of the Property and has the right to sell and transfer the same to Buyer, free of all security interests, pledges, liens, encumbrances or charges, other than the Lease and the Title Matters.

6.2 Validity of Agreement, Authority. Seller has full rights, power, and authority and has issued a valid resolution to enter into this Agreement and to perform the same. This Agreement has been duly executed and delivered by Seller and, assuming valid execution and delivery by Buyer, is a valid, legal, and binding obligation of Seller, enforceable in accordance with its terms.

6.3 Organizational. Seller is a validly existing, duly elected governmental entity under the laws of the State of Ohio.

6.4 No Breach of Statute or Contract. To Seller's knowledge, the execution, delivery and performance of this Agreement by Seller will not breach any statute or regulation of any governmental authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of Seller's governing documents, or any order, writ, injunction, decree, agreement or instrument to which Seller is a party, or by which it or its property, may be bound.

6.5 Default. To Seller's knowledge, Seller is not in default in the performance, observation, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, which default has not been disclosed to Buyer and will materially adversely affect the sale of the Property to Buyer. Buyer acknowledges that Seller has received deficiency notices from ODH for which Seller has submitted plans of correction.

6.6 Violations. To Seller's knowledge, Seller has complied in all material respects with all laws affecting the ownership of the Property, and Seller has not received notice of any of the following that have not been disclosed to Buyer and that would violate the terms of this Agreement or prevent this Agreement: violations of law or municipal ordinances, orders, or requirements from any federal, state, municipal or other governmental body, court, department, commission, board, business, agency or instrumentality (collectively, "Governmental Authority") having jurisdiction over or affecting the Property, nor does Seller have any knowledge of any such violations.

6.7 Litigation. To Seller's knowledge, except as provided on Schedule 6.7, attached hereto and incorporated herein, there are no legal actions, lawsuits, claims, zoning or rezoning actions, condemnation, eminent domain, or similar proceedings, or other legal or administrative proceedings pending against Seller affecting the Property before any Governmental Authority.

6.8 Sale Contracts. Other than the Lease and exhibits thereto and hereto, Seller has not entered into (and will not enter into) any contracts, agreements, commitments, letters of intent or other agreements with any party other than Buyer to effect a sale, lease, transfer, or other disposition, of all or any material portion of the Property.

6.9 Disclosure. The foregoing representations and warranties will be true and correct on the Closing Date in the same manner and with the same effect as if given on such date.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

7.1 Validity of Agreement, Authority. Buyer has full rights, power, and authority to enter into this Agreement and to perform the same. This Agreement has been duly executed and delivered by Buyer and, assuming valid execution and delivery by Buyer, is a valid, legal, and binding obligation of Buyer, enforceable in accordance with its terms. In connection therewith, Buyer has delivered (or will deliver) to Seller copies of (A) the certificate of the respective secretary or other appropriate representative of Buyer setting forth a copy of the resolution or other evidence of authority, authorizing and approving the execution and delivery of this Agreement and establishing the persons who are authorized to execute this Agreement and any and all other instruments required hereby on behalf of them, respectively; and (B) an incumbency certificate evidencing the current officers or other authorized agent of Buyer.

7.2 Organizational. Buyer is a validly existing limited liability company in full force and effect under the laws of the State of Ohio.

7.3 Bid Response Form. All statements made by Buyer on the Bid Response Form submitted by Buyer to Seller in connection with the Bidding Process are true and accurate in all material respects, including, but not limited to, the statements made in the Delinquent Personal Property Tax Affidavit, Notarized Non-Collusion Affidavit, Non-Discrimination and Equal Employment Opportunity Affidavit, Certificate of Compliance with R.C. 3517.13, and Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. Buyer represents that the statements made in those documents continue to be true as of the date the Buyer and Seller enter into this Agreement, and are made a part of this agreement.

7.4 Closing Date. The foregoing representations and warranties will be true and correct on the Closing Date in the same manner and with the same effect as if given on such date.

ARTICLE VIII
CONDUCT OF BUSINESS PENDING CLOSING

From the date hereof to the commencement date of the Lease, Seller shall operate Belmont County-Park Health Center substantially as it has been operated in the past subject to all applicable laws.

ARTICLE IX
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of Seller and Buyer, and their respective successors and assigns.

ARTICLE X
FURTHER ASSURANCE

Seller will, from time to time after the Closing Date, upon the reasonable request of Buyer, do, execute, acknowledge and deliver all such further assignments, transfers, conveyances and assurances as may be reasonably required to convey and transfer to and vest title in Buyer to, protect the right, title and interest in and enjoyment of all the assets intended to be assigned, transferred and conveyed pursuant to this Agreement.

ARTICLE XI
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

The obligation of Buyer to purchase the property under this Agreement is subject to the satisfaction, at or before the Closing, of all the following conditions, any or all of which may be waived by Buyer:

11.1 Accuracy of Representations and Warranties. All material representations and warranties of Seller in this Agreement shall be true on and as of the Closing Date as though made at that time.

11.2 Performance by Seller. Seller shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it.

11.3 Officer's Certificate. Seller shall have delivered to Buyer a certificate of the President of the Board of County Commissioners and its legal counsel, dated as of the Closing Date, certifying to the fulfillment of the conditions specified in Sections 11.1 and 11.2 of this Article.

11.4 Title Policy. The Title Insurer shall be prepared to issue on the Closing Date the Title Policy.

11.5 Right of First Refusal. Seller shall have obtained and provided to Buyer in a form capable of being recorded with the Belmont County Recorder's Office, the Release of Right of First Refusal that was executed as of January 11, 2009.

11.6 ODH License. DC Healthcare shall have obtained a paper copy of an ODH nursing home license from the ODH for the Facility in its present condition.

11.7 Seller shall have obtained and recorded with the Belmont County Recorder's Office any documents necessary so that the Premises is not "land-locked" and so that the Premises will have ingress and egress to State Route 40 (National Road), which Premises and access shall be insurable on an Owners' policy of title insurance.

ARTICLE XII
MISCELLANEOUS

12.1 Notices. All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when mailed in any general or branch United States Post Office, enclosed in a registered or certified postage paid envelope, addressed to the address of the parties stated below or to such changed address as such party may have affixed by notice, provided, however, that any notice of change of address shall be effective only upon receipt.

To Buyer: Park Health Realty, LLC
561 Leeds Gate Lane
Wadsworth, Ohio 44281

Attention: General Manager

With a copy to: Rolf & Goffman Co., L.P.A.
30100 Chagrin Boulevard, Suite 350
Cleveland, Ohio 44124

Attention: Ira S. Goffman, Esq.

To Seller: Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

Attention: Clerk to the Board of Commissioners

With a copy to: Belmont County Prosecutor's Office
147-A West Main Street
St. Clairsville, Ohio 45320

Attention: Hon. Chris Berhalter

Belmont County Prosecuting Attorney

12.2 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable without invalidating the remaining provision hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12.3 Entire Agreement. This Agreement, the Lease, all exhibits hereto and all agreements and other information to be delivered by the parties pursuant hereto or referred to herein or in the Lease, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and thereof, supersede all prior negotiations, discussions and undertakings between such parties, and cannot be amended, supplemented or changed orally, except by an agreement in writing which makes specific reference to this Agreement or in the information delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

12.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto. Signatures transmitted by facsimile or e-mail shall be deemed to be original signatures.

12.5 Headings. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

12.6 Gender. Wherever the context so requires, the use of words herein in the masculine, feminine or neuter gender shall be construed to include all of such genders.

12.7 Survival. of Representations and Warranties. Except as specifically provided otherwise in this Agreement, all representations and warranties of Seller and Buyer shall survive the execution of this Agreement.

12.8 Guarantee. To induce Seller to sell the Property, Frank Murphy personally guarantees the obligations of Buyer and DC Healthcare under this Agreement, including but not limited to the obligations regarding PERS contributions under Section 1.2 of this Agreement.

12.9 Seller's Knowledge. For the purposes of this Agreement, a fact or circumstance shall be within "Seller's knowledge" if Commissioner Ginny Favede, Commissioner Charles Probst, Commissioner Matt Coffland, and/or the existing administrator of the Facility is aware or has actual knowledge of the fact or circumstance or has received actual notice of the fact or circumstance.

12.10 Medicaid Depreciation Recapture. Buyer will use good faith, diligent, and reasonable efforts to assist Seller in attempting to avoid or reduce any Medicaid depreciation recapture liability assessed against Seller by the Ohio Department of Job and Family Services under Ohio's Medicaid depreciation recapture statute set forth in ORC Chapter 5111 in connection with the transaction contemplated herein ("Recapture Liability"); provided, however, that the parties acknowledge and agree that Buyer is not guaranteeing any avoidance or reduction of Recapture Liability, nor is Buyer assuming, in any way, any responsibility for paying such Recapture Liability or indemnifying Seller for any such Recapture Liability.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it as of the date first above written:

"Seller"

BELMONT COUNTY, OHIO BOARD OF COUNTY COMMISSIONERS

By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr., President
Matt Coffland /s/
Matt Coffland, Commissioner
Ginny Favede /s/
Ginny Favede, Commissioner

"Buyer"

PARK HEALTH REALTY, LLC

By: _____
Frank Murphy, General Manager

"DC Healthcare" (with respect to Sections 1.2 and 2.2)

DC HEALTHCARE ENTERPRISES, LLC

By: Daniel Coggins /s/
Daniel Coggins, Manager

"Guarantor"

FRANK MURPHY

By: _____
Frank Murphy, a natural person

STATE OF OHIO :
: ss

COUNTY OF BELMONT:

The foregoing instrument was acknowledged before me this 9th day of April, 2009, by Charles R. Probst, Jr., Pres., Matt Coffland, Commiss., and Ginny Favede, Commiss., for and on behalf of the Belmont County Board of Commissioners.

Cindi Henry /s/
Notary Public

STATE OF OHIO :
: ss

COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of April, 2009, by Frank Murphy, General Manager of Park Health Realty, LLC, an Ohio limited liability company, for and on behalf of said limited liability company.

Notary Public

STATE OF OHIO :
COUNTY OF Belmont :ss

The foregoing instrument was acknowledged before me this 10th day of April, 2009, by Daniel Coggins, Manager of DC Healthcare Enterprises, LLC, an Ohio limited liability company, for and on behalf of said limited liability company.

Cindi Henry /s/
Notary Public

STATE OF OHIO :
COUNTY OF _____ :ss

The foregoing instrument was acknowledged before me this ____ day of April, 2009, by Frank Murphy, a natural person.

Notary Public

Approved as to form: David K. Liberati /s/
Belmont County Prosecutor
4/9/09
Date

Exhibit A
LEGAL DESCRIPTION

And known as and being Lot Number One (1) in the Mark H. Kennedy Addition to Richland Township, as recorded in Cabinet C at Slide 392, of the Plat Records of Belmont County, Ohio, and containing 5.202 acres. Being a part of forty (40) acres conveyed from William F. Kennedy to Mark Kennedy by deed dated April 11, 1949 and recorded in Volume 380 at Page 77, Deed Records of Belmont County, Ohio.

The Grantor, being the owner of Mark H. Kennedy Park, does hereby waive the requirement that if the property ever ceases to be used for a medical clinic or other similar medical facility, that fee title will revert to Mark H. Kennedy Park (Mark H. Kennedy being now deceased). The property herein conveyed shall, however, be subject to a Right of First Refusal contained in an Agreement between Grantor and Grantee dated January 10, 1990, and amended in an Amendment to Agreement dated March 15, 1991.

Reserving unto the Grantor, its heirs and assigns, an easement for road purposes over a strip of property of the uniform width of twenty (20) feet on said Lot One (1), described as follows:

Situated in the State of Ohio, County of Belmont, Township of Richland, Section 10, Township 7, Range 4. Being a part of Lot 1 of the Plat of Mark H. Kennedy Addition, recorded in Cabinet C – Slide 392 of the Belmont County Plat Records. The following described line being the centerline of a proposed roadway as shown on the attached “EXHIBIT A”:

Beginning on a southerly line of said Lot 1, where a concrete monument found at the southeast corner thereof bears South 85° 53’ East 40.39 feet. Thence from the said point of beginning and along a curve to the right with the chord being North 52° 10’ 25” East 55.86 feet, having a central angle of 32° 26’ 15”, a radius of 100.00 feet and an arc length of 56.61 feet, to the point of terminus on the easterly line of said Lot 1, a concrete monument found at the northeast corner thereof bears North 05° 53’ 47” East 381.51 feet.

Exhibit B
PURCHASE PRICE ALLOCATION

Land	-	\$200,000
Operating Rights	-	\$1,980,000
Equipment	-	\$425,000
Building	-	\$1,520,000

Schedule 6.1
NON-OWNED PROPERTY

Copy Machine: The copy machine that is part of a pool leased by the County.
Ecolab Dishwasher:
Equipment owned by or leased from the Facility’s Medical Supply Company: e.g., Smart Tracker Software.
ATT Broadband Internet Service equipment, (e.g., cable box(es)).
Medi-Wise LTC Pharmacy equipment, e.g., pharmacy policy manuals and information belonging to Medi-Wise, fax machines and carts for the nurses.
Furniture leased from Direct Capital Corp.: Park Health leases 17 Queen Anne dining tables, 34 Queen Anne chairs, another 34 Queen Anne chairs.
Pitney Bowes equipment: postage machine and letter folding machine.
Senior Care Services’ Oxygen Equipment: (e.g., oxygen concentrators and tanks).
SOS Software: licensed.
Enduracare equipment: e.g., the lifts in the Therapy area.
Mike Maistros’ Paintings and Furniture: e.g., Reithmuller paintings; “L” shaped desk used by Admissions person; and items in his office: chair; typewriter, calculator, electric pencil sharpener, straight back chair, personal plaques and ribbons, etc.
Also, the historic table from the old [prior] county home that had been at Park Health, but that the Commissioners retrieved for historical purposes is not being leased or sold.

Schedule 6.7
LITIGATION

Former Employee: a former employee was terminated and grieved, name disclosed to Tenant but omitted here.
Current employee(s): A current employee has said he wants to cash in “comp time.” No formal claim has been filed. To Landlord’s knowledge, he is overtime exempt under the FLSA. There may be other similarly situated employees who make similar claims; however, the Lease already addresses pre-commencement date obligations.
Unemployment Compensation Claims: There may be unemployment compensation claims by employees who have recently quit or been separated from employment, even if they might not be entitled to benefits.
Workers Compensation Claims: There may be a few employees or former employees who are receiving benefits from pre-Lease workers compensation claims or who are on transitional work programs in lieu of WC wage benefits.
Survey/Inspection Deficiencies: Landlord received notice of deficiencies in a recent survey by the Ohio Department of Health, which included deficiencies in a patio and the sprinkler system for which Landlord has submitted plans of correction. (The patio and sprinkler system plans of correction are referenced in Section 6.01 of this Lease.) Landlord was also given notice by the Fire Marshall to clear boxes from hallways, which Landlord has since undertaken.
Open Medicaid/Medicare Settlement Periods: The Facility still has open settlement periods for Medicaid for 2004, 2005, and 2006, and Seller has no knowledge of having received 2007 (or subsequent years). The Facility’s cost reimbursement consultant reports that the Facility has a tentative Medicare settlement for 2007, and Seller has no knowledge of having received any notice regarding subsequent years.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 4:23 P.M.

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 4:23 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

Read, approved and signed this 16th day of April, 2009.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT
_____ CLERK