
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 24, 2018 (April 19, 2018)

Global Medical REIT Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-37815
(Commission
File Number)

46-4757266
(I.R.S. Employer
Identification No.)

2 Bethesda Metro Center, Suite 440
Bethesda, MD
20814

(Address of Principal Executive Offices)
(Zip Code)

(202) 524-6851
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On April 19, 2018, Global Medical REIT Inc. (the “Company”), through a wholly-owned subsidiary of Global Medical REIT L.P., the Company’s operating partnership (the “OP”), closed on the acquisition of an aggregate 155,600 square-foot portfolio of four medical office buildings (the “Belpre Portfolio”) and a right of first refusal to purchase a fifth, yet to be built, medical office building on the same campus. The aggregate purchase price of the Belpre Portfolio was \$64.2 million, \$5.5 million of which was paid in the form of common units (“OP Units”) of the OP, at a per unit price of \$9.00. The Company previously reported on a Current Report on Form 8-K filed with the United States Securities and Exchange Commission on March 7, 2018 that it had entered into a purchase agreement (the “Belpre Purchase Agreement”) with the Minnite Family, LLC, a West Virginia limited liability company; Belpre I, LLC, a West Virginia limited liability company; Belpre II, LLC, a West Virginia limited liability company; Belpre III, LLC, a West Virginia limited liability company and Belpre IV, LLC, a West Virginia limited liability company (collectively, the “Belpre Seller”), to acquire the Belpre Portfolio.

Upon the closing of the acquisition of the Belpre Portfolio, the Company, through a wholly-owned subsidiary of the OP, assumed the Belpre Seller’s interest, as lessor, in four triple-net leases (collectively, the “Belpre Portfolio Leases”) with Marietta Memorial Hospital, a subsidiary of Memorial Health System. The Belpre Portfolio Leases have a weighted average remaining lease term of approximately 11.35 years, with each of the Belpre Portfolio Leases containing three, five-year tenant renewal options. The aggregate initial annual rent for the Belpre Portfolio is approximately \$5.1 million, broken down as follows:

- Building I – current annual rent of approximately \$1.2 million (\$23.61 per square foot), subject to \$50,300 increases every five years, with the next increase due to go into effect in 2021.
- Building II – current annual rent of approximately \$0.6 million (\$22.50 per square foot), subject to \$25,000 increases every five years, with the next increase due to go into effect in 2018.
- Building III – current annual rent of approximately \$0.8 million (\$33.17 per square foot), subject to \$25,000 increases every five years, with the next increase due to go into effect in 2022.
- Building IV – current annual rent of approximately \$2.5 million (\$45.35 per square foot), subject to 10% increases every five years, with the next increase due to go into effect in 2019.

The above description of the terms and conditions of the Belpre Portfolio Leases is only a summary and is not intended to be a complete description of their terms and conditions. All of the terms and conditions of the Belpre Portfolio Leases are set forth in the Belpre Portfolio Leases that are filed as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information disclosed above in Item 1.01 is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

In connection with the closing of the acquisition of the Belpre Portfolio, the OP incurred approximately \$58.0 million of additional indebtedness under the OP’s senior revolving credit facility (the “Credit Facility”). As of April 20, 2018, the outstanding balance under the Credit Facility was approximately \$291.8 million.

Item 7.01 Regulation FD Disclosure.

The Company issued a press release on April 24, 2018, announcing the closing of the acquisition of the Belpre Portfolio before this report was filed. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in Exhibit 99.1 referenced in Item 9.01 below is being “furnished” and, as such, shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section and shall not be incorporated by reference into any registration statement or other document filed by the Company pursuant to the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(a) *Financial statements of businesses acquired.*

The financial statements that are required to be filed pursuant to this item will be filed by amendment not later than 71 days after the date on which this initial Current Report on Form 8-K is required to be filed.

(b) *Pro forma financial information.*

The pro forma financial information that is required to be filed pursuant to this item will be filed by amendment not later than 71 days after the date on which this initial Current Report on Form 8-K is required to be filed.

(d) *Exhibits.*

Exhibit No.	Description
<u>10.1</u>	<u>Lease Agreement, dated December 27, 2010, by and between 601 Plaza L.L.C. and Marietta Memorial Hospital and amendments and addendums.</u>
<u>10.2</u>	<u>Lease Agreement, dated December 19, 2012, by and between Belpre II LLC and Marietta Memorial Hospital and addendum.</u>
<u>10.3</u>	<u>Lease Agreement, dated March 16, 2015, by and between Belpre III LLC and Marietta Memorial Hospital and amendment.</u>
<u>10.4</u>	<u>Lease Agreement, dated June 11, 2013, by and between Belpre IV LLC and Marietta Memorial Hospital and amendment.</u>
<u>99.1</u>	<u>Press Release, dated April 24, 2018.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Global Medical REIT Inc.

By: /s/ Jamie A. Barber
Jamie A. Barber
Secretary and General Counsel

Dated: April 24, 2018

THIS LEASE, Made and entered into by and between 601 Plaza L.L.C., a West Virginia limited liability company, (hereinafter “Landlord”), and Marietta Memorial Hospital, an Ohio non profit corporation, (hereinafter “Tenant”).

WITNESSETH: That for and in consideration of the mutual terms, covenants, provisions and conditions herein set forth, Landlord does hereby lease to Tenant, and Tenant does hereby hire and rent from Landlord those certain premises, hereinafter referred to as the “Demised Premises”, as follows:

DEMISED PREMISES

Section 1: The Demised Premises shall consist of and are described as the gross building area of 50,300 square feet, pursuant to the project design of the Trinity Health Group of the building (“Building”), to be located in the Health Bridge Medical Park, with the mailing address of 807 Farson Street, Belpre, Ohio 45714, together with the real estate upon which the Building shall be located, including parking lots and sidewalks thereon, all as shown on the plats and floor plans included in the plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A, being a part of the same real estate conveyed to Landlord by International Converter, LLC, a Delaware limited liability company, by Special Warranty Deed dated April 14, 2010, recorded in the Washington County, Ohio Recorder’s Office in Official Record 493, at Page 1576.

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the term hereof, including any and all renewal terms, subject to the terms, conditions and limitations herein contained, as a free standing out patient health center, and for such uses reasonably related and incidental thereto.

INITIAL TERM

Section 3: The initial term of this Lease shall be for a period of Fifteen (15) years, commencing on November 1, 2011, and ending on October 31, 2026, subject, however, to the rentals, terms and conditions hereinafter set forth.

BASE RENT

Section 4: Commencing November 1, 2011, Tennant shall pay Base Rent in an annual amount of \$18.50 per square foot for the portion of the gross building area of the Building which Tenant occupies November 1, 2011 or 34,000 square feet, whichever square footage is greater, plus an annual amount of \$10.00 per square foot for the remainder of the gross building area of the Building (“Additional Area”). Commencing November 1, 2012 or the date upon which the Additional Area is occupied by Tennant for the purposes of this Lease, whichever first occurs, and thereafter during each year of the remainder of the first five (5) years of the initial term of this Lease, through October 31, 2016, Tenant shall pay Base Rent in an annual amount of \$18.50 per square foot for the entire 50,000 square foot gross building area of the Building. During each year of the second five (5) year period of the initial term of this Lease, through October 31, 2021, Tenant shall pay Base Rent in an annual amount of \$19.50 per square foot for the entire 50,000 square foot gross building area of the Building. During each year of the third five (5) year period of the initial term of this Lease, through October 31, 2026, Tenant shall pay Base Rent in an annual amount of \$20.50 per square foot for the entire 50,000 square foot gross building area of the Building.

Such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the 1st day of each calendar month. All required rental payments shall be made to 601 Plaza L.L.C., 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 5: Landlord shall construct on the Demised Premises the Building, parking lots and sidewalks for the use and occupancy of Tenant, such Building, parking lots and sidewalks to be constructed and provided to Tenant as a complete turnkey project in accordance with the project design of Trinity Health Group, in accordance with the construction budget and schedule of responsibilities of each of the parties marked as Exhibit B and attached to and made a part of this Lease and in accordance with Exhibit A. Tenant shall provide and construct at its cost the special buildout items described on Exhibit C attached to and made a part of this Lease.

The final plans and specifications for such construction shall conform to, provide for and permit construction of the Building, parking lots and sidewalks in strict accordance with the construction budget and total project cost reflected on Exhibit B and are to be approved by both Tenant and Landlord before construction begins and not more than 45 days after the signing of this Lease. Construction shall be commenced as soon as practicable after the execution of this Lease, and Landlord and Tenant shall cause construction to be completed to permit occupancy by Tenant for the purposes of this Lease on November 1, 2011, unless delayed by causes beyond the control of Landlord or Tenant. Any construction or alteration or modification resulting in any change in the construction budget and/or total project cost reflected on Exhibit B shall be approved by both Landlord and Tenant and shall be documented by written change order signed by both such parties, and any increase in costs of construction over and above those enumerated in the construction budget and total project cost reflected on Exhibit B shall be paid to Landlord by Tenant upon the terms of Landlord's invoices therefor.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

EXTERIOR MAINTENANCE

Section 6: Except as expressly otherwise provided herein, Tenant shall maintain and keep the exterior of the Demised Premises in good order and repair including, but not limited to, the roof, walls, gutters, downspouts, canopies, exterior doors, supply lines for gas, electric, and water, drainage and sewer lines, entrances and exits, sidewalks and parking areas, including cleaning and maintaining sidewalks and parking areas, including, but not limited to snow and ice removal, landscaping, and providing trash removal. Landlord shall make all structural repairs to the Building and all interior repairs, by reason of any exterior or structural defect, including but not limited to, leaks, broken pipes and falling plaster.

COMMON AREAS

Section 7: In connection with this Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises using the access ways, in monthly installments to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

INTERIOR MAINTENANCE

Section 8: Except as expressly otherwise provided herein, Tenant will maintain the interior of the Building on the Demised Premises in good order and repair, reasonable and ordinary wear and tear excepted, and all interior repairs and maintenance, including, but not limited to, the HVAC system and utility fixtures, are to be the responsibility of Tenant.

UTILITIES AND SERVICES

Section 9: Tenant shall be responsible for the payment of all utility services rendered to the Demised Premises for the Tenant's use including but not limited to water and sewer, gas, and electric.

TAXES

Section 10: The payment of all taxes and assessments levied or assessed against the real estate of which the Demised Premises are a part shall be the responsibility of Landlord, however, Tenant shall reimburse Landlord for its prorata share of the actual costs of the gross real estate taxes based upon the percentage which the appraised value of the real estate and improvements constituting the Demised Premises constitutes of the appraised value of all real estate and improvements assessed together with the Demised Premises. This charge shall be budgeted and billed in advance annually by Landlord, shall be payable in monthly installments to be paid with Tenant's payments of Base Rent and shall be subject to an annual adjustment based upon the actual costs of such taxes for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below the amount billed by Landlord therefor, at the end of each fiscal year ending December 31 for which such costs were so budgeted and billed. Tenant shall pay any personal property taxes which may be levied against its property subject thereto.

INSURANCE; INDEMNIFICATION

Section 11: Throughout the term of this Lease Tenant will maintain in effect fire, extended coverage and special perils property insurance for the full insurable replacement value of the Demised Premises, as determined, and as determined from time to time throughout the term of this Lease, by the underwriter for Tenant's insurer. Tenant shall name Landlord and any mortgagee as additional insureds under said policy, In case of fire, extended coverage or special perils casualty, the proceeds of such insurance shall be first applied to the repair of any damage and the surplus paid to Landlord.

Tenant shall procure and maintain during the Term of this Lease a policy of commercial general liability insurance having a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00), covering "occurrences" arising from or related to the use and occupancy of the Demised Premises by Tenant and its patients, employees, agents, contractors, guests and invitees, further insuring Tenant's indemnification and obligation hereunder, and naming Landlord and any mortgagee as additional insureds. At the end of each five (5) year period or term of this Lease, as the case may be, Tenant shall increase the amounts of such coverages of such liability insurance for the ensuing five (5) year period or term of this Lease, by an amount equal to the aggregate percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer, U.S. City Average, or any successor index ("CPI") over the immediately preceding five (5) year period. Provided, that in the event an aggregate percentage decrease occurs in the CPI during any such immediately preceding five (5) year period, no adjustment in said coverage amounts shall be made and the amounts of such coverages in effect during such immediately preceding five (5) year period shall remain in effect during the ensuing five (5) year period or term. Provided, however, that the requirement of such coverage and the limits thereof as herein provided, do not limit or define Tenant's obligation to indemnify Landlord hereunder nor limit the extent or amount of such obligation.

In addition, Tenant shall maintain Professional Liability Insurance with respect to its operations on the Demised Premises, with such insurance covering Tenant for all services rendered on the Premises. Tenant's Professional Liability Insurance shall provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, per policy year. Tenant shall also maintain Fire Legal Liability insurance in the amount of \$100,000. If and as permitted by the carriers for such coverages Tenant shall name Landlord and any mortgagee as additional insureds under said policies.

Tenant shall furnish to Landlord upon request a certificate of insurance issued by the insurance carrier of each of the aforesaid policies of insurance.

In the event Landlord obtains and carries income protection coverage pursuant to any policy or policies it maintains pertaining to the Demised Premises, Tenant shall reimburse Landlord the premium for such coverage, payable in monthly installments to be paid with Tenant's payments of Base Rent, the charges for which shall be budgeted, assessed and billed in advance annually by Landlord and shall be subject to an annual adjustment based upon the actual costs thereof for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed.

Tenant shall also be liable and responsible for any and all other insurance required for or by its use of and operation in and upon the Demised Premises, and Tenant may also carry insurance on the contents of the Demised Premises as it may desire.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against all liability, cost, expense, or damage (including, without limitation, attorneys fees) for bodily injury or property damage arising from: (i) the construction of the Demised Premises by Landlord, its contractors, agents or employees; or (ii) any defects in construction by Landlord, its contractors, agents or employees, or (iii) any failure by Landlord, its contractors, agents or employees to properly construct the Demised Premises in accordance with the approved project design of the Trinity Health Group. Tenant's review and approval of any plans, specifications, or any other documents shall not relieve Landlord from Landlord's obligations under the foregoing indemnification provision. Landlord shall procure and keep in effect from the execution date of this Lease until the completion of the Demised Premises, a Commercial General Liability insurance policy in the amount of Three Million Dollars (\$3,000,000.00) per occurrence, insuring all of Landlord's activities with respect to the Demised Premises, and a Builder's Risk Insurance policy insuring the Demised Premises for the full replacement cost of the Demised Premises until completion. Landlord shall name Tenant as an additional insured under the Builder's Risk Insurance policy and provide Tenant a certificate of such coverage upon request.

Notwithstanding the foregoing provision, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from Tenant's occupancy and/or use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the Demised Premises or the access ways to and from the Demised Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend Landlord at Tenant's expense by counsel approved in writing by Landlord, to the extent or in the event such defense is not provided by applicable insurance coverage.

Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Landlord or Landlord's agents, employees or contractors, and from and against any and all costs, reasonable attorneys' fees, expenses and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend Tenant at Landlord's expense by counsel approved in writing by Tenant, to the extent or in the event such defense is not provided by applicable insurance coverage.

DAMAGE OR DESTRUCTION OF BUILDING

Section 12: If the Demised Premises are damaged or destroyed by fire or other casualty during the term of this Lease, the rent herein reserved shall abate entirely in case the Demised Premises are, in the judgment of the Tenant, rendered untenable, and prorata in case a part only be untenable, until the Demised Premises are restored to tenable condition. If such damage or destruction is covered by the insurance provided for in Paragraph 11 above, the Landlord shall with due diligence, repair and restore the Demised Premises to good and tenable condition.

Provided however, that (a) if the destruction or damage amounts to more than 50% of the insurable replacement value of the Demised Premises determined as aforesaid, either Landlord or Tenant may cancel and terminate this Lease by giving written notice to the other party within 30 days after the date such damage or destruction occurs; (b) if the entire Demised Premises are, in the judgment of the Tenant, untenable, the term of this Lease shall be extended for a period equal to the time required for repair and restoration of the Demised Premises unless terminated under Subparagraph (a) of this Paragraph.

EMINENT DOMAIN

Section 13: In the event that any portion or all of the Demised Premises is taken pursuant to the exercise of any power of eminent domain, the proceeds of such taking shall be divided between Landlord and Tenant as their respective interests may appear.

ASSIGNMENT; RIGHT OF FIRST REFUSAL

Section 14: (a) Tenant may not assign this Lease or sublet the Demised Premises to any other person, partnership or corporation without written consent of Landlord, which consent shall not be unreasonably withheld.

(b) In the event Landlord exercises its right to assign this Lease, pursuant to a conveyance of the Demised Premises, Landlord shall give Tenant the privilege of purchasing the Demised Premises at the same purchase price and on the other terms of the offer to purchase made by the proposed assignee, provided Tenant is not in default hereunder at such time. This privilege shall be given by a notice sent to Tenant at the Demised Premises by certified mail, fax transmission or hand delivery, requiring Tenant to accept the offer in writing and to sign a contract within the period of thirty (30) days after the mailing or receipt of such notice to purchase the Demised Premises upon such terms. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall not affect this Lease, except to nullify and void the aforesaid privilege of Tenant, and Landlord shall be at liberty to sell the Demised Premises to any such proposed assignee thereafter. Provided, that in the event that Tenant does not exercise such right, but the transaction with such proposed assignee does not thereafter occur, then Tenant's privilege and right as herein described shall remain in effect for any and all subsequent proposed assignments in accordance with the aforesaid terms and conditions. Further provided, that the aforesaid right of Tenant shall not apply to any assignment of this Lease or conveyance of the Demised Premises to a party or parties related to Landlord, but further provided that such related party or parties shall accept such assignment and/or conveyance subject to this Lease and its terms and conditions, including this Section 14 and Tenant's aforesaid right. Further provided that the terms of this Section 14 shall not apply to a collateral assignment of this Lease to a lender or lenders of Landlord or any such related party or parties.

DEFAULT

Section 15: (a) If proceedings are commenced against Tenant in any court under a bankruptcy act or for the appointment of a Trustee or Receiver of Tenant's property either before or after commencement of the Lease term, or (b) if the rent or any other payments due from Tenant under this Lease, or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days after agreed due date per this Lease, or (c) if there shall be default in the performance of any other covenant or condition herein contained on the part of Tenant for more than 30 days after written notice of such default by Landlord, then Tenant's right to possession pursuant to this Lease, if Landlord so elects, shall thereupon cease, and Landlord shall have the right to reenter or repossess the premises by summary proceedings, surrender or otherwise, and to dispossess and remove therefrom the Tenant or other occupants thereof, and its effects, without being liable to prosecution therefore. In such case, Landlord may, at its option, relet the Demised Premises as the agent of Tenant, and Tenant shall pay to Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of reentry or repossession, and the lesser amount, if any, received or to be received under such reletting for such portion of the term, together with Landlord's fees and costs, including reasonable attorney fees, incurred by Landlord in enforcing its remedies hereunder and reletting the Demised Premises. Tenant hereby expressly waives service of notice of intention to reenter or of instituting legal proceedings to that end.

RENEWAL OPTION

Section 16: Provided it is not in default hereunder, Tenant shall have the option to renew this Lease for three (3) five (5) year terms by written notice to Landlord, given at least 180 days prior to the end of the existing term or renewal term, each upon the same terms and conditions herein set forth except that the Base Rent for each renewal term may be modified by Landlord, not to exceed an increase for each successive five (5) year term of 10% of the amount of Base Rent payable during the immediately preceding five (5) year period or term of this Lease. Except as expressly otherwise indicated, reference herein to the term of this Lease shall include reference to any renewal term hereof.

ALTERATION

Section 17: Tenant shall make no alteration to the Demised Premises without prior written consent of Landlord.

LIENS

Section 18: Tenant shall not permit mechanics' liens to be filed against the fee of the Demised Premises or against Tenant's leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's liens shall at any time be filed against the Demised Premises based on any act or failure to act on the part of Tenant and Tenant shall fail to remove the same within thirty (30) days thereafter, such failure shall constitute a default under the provisions of this Lease.

Notwithstanding the foregoing, Tenant shall have the right, at its own expense and after prior written notice to Landlord, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if Landlord shall notify tenant that, in the reasonable opinion of counsel, by nonpayment of any such items the Demised Premises will be subject to imminent loss or forfeiture, Tenant shall promptly cause such lien to be discharged of record.

ACCESS TO PREMISES

Section 19: Landlord and its representatives shall have the right to enter the Demised Premises during Tenant's normal business hours, upon reasonable advance notice, which notice shall not be required in the case of an emergency, in order to inspect the same, or to make repairs and to maintain the Demised Premises if required by the terms hereof.

LANDLORD COVENANTS

Section 20: Landlord covenants and warrants that Landlord has good title to the Demised Premises and authority to make this Lease; that Tenant, upon paying the rent and keeping and performing the covenants and conditions of this Lease on Tenant's part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy the Demised Premises during the full term of the Lease without hindrance by Landlord or by any person whatsoever.

LEASE SUBORDINATE TO ENCUMBRANCES

Section 21: This Lease is subject and subordinate to any mortgages or deeds of trust now on or hereafter placed against the Demised Premises and to advances made or that may be made on account of such encumbrances, to the full extent of the principal sums secured thereby and interest thereon; provided, however, that in the event of default by Landlord upon any note secured by such mortgage or trust deed, the holder thereof shall be required to notify the Tenant of the same forthwith or lose the benefit of this provision. In the event Landlord fails to make any payment on account of principal or interest on any mortgage or deed of trust note affecting the Demised Premises, Tenant shall, upon written notice to Landlord, have the right to pay the rent accruing under this Lease directly to the holder of such mortgage or deed of trust note and to deduct any sum so paid from subsequent installments of rent due hereunder.

NOTICE AND REASONABLE CONSENT

Section 22: All notices and statements required or permitted under this Lease shall be in writing, delivered by registered or certified mail, postage prepaid, addressed as follow:

As to Landlord:	601 Plaza L.L.C. 1000 Grand Central Mall Vienna, WV 26105
As to Tenant:	Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to is shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed.

SEVERABILITY

Section 23: In the event that any provision of this Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

BINDING EFFECT

Section 24: The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

AMENDMENT

Section 25: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RESTRICTIONS ON USE

Section 26: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

Notwithstanding any other provision of this Lease, and without limitation to the foregoing provisions of this Section 26, Tenant shall not conduct or permit to be conducted upon the Demised Premises any CT scan procedures except pursuant to the existing agreement between Tenant and Health Bridge Imaging, Limited Liability Company ("Health Bridge"), a tenant of Landlord on an adjacent tract, during the term of such agreement, and, for a period of two (2) years beginning November 1st, 2011, Tenant shall not conduct or permit to be conducted upon the Demised Premises any MRI procedures except pursuant to agreement by and between Tenant and Health Bridge, which agreement is currently the subject of negotiation between Health Bridge and Tenant. It is further agreed that upon the execution of such agreement regarding MRI procedures, the term of the aforesaid restriction regarding such procedures on the Demised Premises shall be automatically modified to the term of said agreement if different than said two (2) year period.

LANDLORD RESTRICTIONS; LANDLORD'S RESPONSIBILITY

Section 27: With the exception of: 1) tenants leasing at, and services already being conducted on, the Development Site on December 31, 2010 and 2) those services specified below as Noncompetitive Health Services, Landlord agrees that during the term of this Lease, Landlord shall not without the express written consent of Tenant: a) lease to any other prospective tenant intending to provide the same or similar services as Tenant at the Development Site; or b) allow any other tenant to conduct the same or similar services as Tenant at the Development Site. Landlord shall immediately notify Tenant of any other third party attempt to initiate discussions, solicit or negotiate with Landlord concerning the same or similar activities excluded by this Section 27. Landlord acknowledges and agrees that a breach or violation of this Section 27 will have an irreparable, material and adverse effect upon Tenant and that damages arising from any such breach or violation may be difficult to ascertain. However, in the event of a breach of this Section 27, Tenant may pursue actions and damages in law or equity available to Tenant.

The Development Site shall consist of all of the property currently owned by Landlord as reflected on that certain plat attached hereto and made a part hereof as "Exhibit D."

Noncompetitive Health Services: 1) Dentists; 2) oral surgeons; 3) ophthalmologists and/or optometrists; 4) chiropractors; 5) massage therapists; 6) mental health practitioners (including psychologists and/or psychiatrists); 7) home nursing offices; 8) dialysis clinics; 9) physical therapy providers; 10) retail pharmacy; 11) durable medical equipment providers (including prosthetic and orthotic providers) and 12) podiatrists.

Landlord represents and warrants to Tenant that Landlord has not introduced and will not do anything to introduce, onto the Demised Premises from without the Demised Premises, any toxic or hazardous materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or extraction procedure toxicity or substances or materials which are listed on any of the Environmental Protection Agency's list of hazardous wastes, 42 U.S.C. Section 9601, et seq., 49 U.S.C. Sections 1801, et seq., 42 U.S.C. Section 6901, et seq., as the same may be amended from time to time ("Hazardous Materials").

SIGNS

Section 28: Tenant may, at its expense, install their company's standard sign on any existing monument sign, pole sign, or face mounted sign at the Demised Premises. Tenant shall submit to Landlord plans and specifications for such signs. All signs and installation must be approved by Landlord. Such approval shall not be unreasonably withheld. Tenant shall be responsible for all maintenance and upkeep of the signs. All additional signs (i.e. portable signs, banners, etc.) must be approved by the Landlord. Any signs permanently attached to the building are considered leasehold improvements and will remain with the Demised Premises after the end of the Lease.

SUBORDINATION

Section 29: Following the execution of this Lease, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement from Landlord's existing lender or lenders, if any, by which such lender or lenders agree not to disturb Tenant's possession of the Demised Premises so long as Tenant is not in material default of the terms of this Lease beyond any applicable cure period at the time if such lender or lenders foreclose on the Demised Premises. Tenant agrees to execute and deliver to Landlord any instruments that may be necessary or proper to subordinate this Lease. Additionally, both Landlord and Tenant shall execute and deliver to any lender or lenders or the other party hereto such estoppel certificates as may be reasonably requested by such lender or lenders or other party.

Section 30: Each party shall bear their own costs and fees incurred for the negotiation and preparation of this Lease, and none of the parties shall be considered to be the drafter of this Lease, or any provision hereof, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

Section 31: Except as herein otherwise provided, this Lease contains the entire agreement by and between the undersigned. No promises, representations, understandings or other warranties have been made by any party respecting the subject matter hereof, other than those expressly set forth herein. The parties further state that they have carefully read this Lease, know the contents of it, and sign the same as their own free, willing and voluntary act, both individually and on behalf of the entities they represent as set forth below.

Section 32: The execution, acknowledgment and delivery of this Lease by the parties, and the performance of the terms, covenants, conditions and obligations under this Lease, including, but not limited to, the preparation, execution and delivery of such documents as required by or pursuant to this Lease, and the doing of all things necessary to consummate the transactions herein provided, have been duly authorized or ratified, approved and confirmed, as the case may be, by all necessary action of the parties, whether by the board of directors, the shareholders, members or otherwise, and the parties each represent and warrant that each of the officers executing and delivering this Lease does so with full and complete authority to do so for and on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 27th day of December 2010.

LANDLORD: 601 Plaza L.L.C.
By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.
Its: Managing Member

TENANT: Marietta Memorial Hospital
By: /s/ Scott Cantley
Scott Cantley
Its: CEO

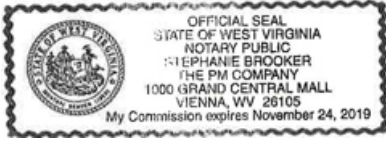
STATE OF WEST VIRGINIA
COUNTY OF WOOD, to-wit

The foregoing instrument was acknowledged before me this 27th day of December 2010, by Pat Minnite, Jr., Managing Member of 601 Plaza L.L.C., a West Virginia limited liability company, on behalf of said company.

My commission expires November 24, 2019

Signed /s/ Stephen Brooker
Notary Public

(Seal)



STATE OF WEST VIRGINIA
COUNTY OF WOOD, to-wit

The foregoing instrument was acknowledged before me this 27th day of December 2010, by Scott Cantley, President of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

My commission expires November 24, 2019

Signed /s/ Stephen Brooker
Notary Public

(Seal)



EXHIBIT B

Phase I construction Budget

·	Site Development	\$	242,000
·	50,000 sq. ft. building (shell and core)	\$	4,500,000
·	2,600 sq. ft. public and administration	\$	325,000
·	1,700 sq. ft. special clinic	\$	145,000
·	7,300 sq. ft. diagnostic center	\$	1,278,000
·	4,100 sq. ft. urgent care center	\$	410,000
·	6,100 sq. ft. Strecker Cancer Center	\$	1,037,000
·	600 sq. ft. laboratory	\$	54,000
·	7,800 sq. ft. physician office	\$	624,000
·	Design Fees (shell and core)	\$	450,000
	Phase I total construction budget for 50,000 sq. ft. building with 34,000 sq. ft. completely built out (<u>occupied space</u>)	\$	9,050,000

PHASE II Construction Budget

·	16,000 sq. ft. <u>unoccupied</u> space budget cost (physician's offices)	\$	1,280,000
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TOTAL PROJECT COST

\$ 10,330,000

I. Responsibility of Tenant

- a. Preliminary design concept drawings and analysis
- b. Interior design, finishes and details, casework, equipment, interior HVAC, electric, and plumbing design
- c. All signage

II. Responsibility of Landlord (design provided by Trinity Health Group)

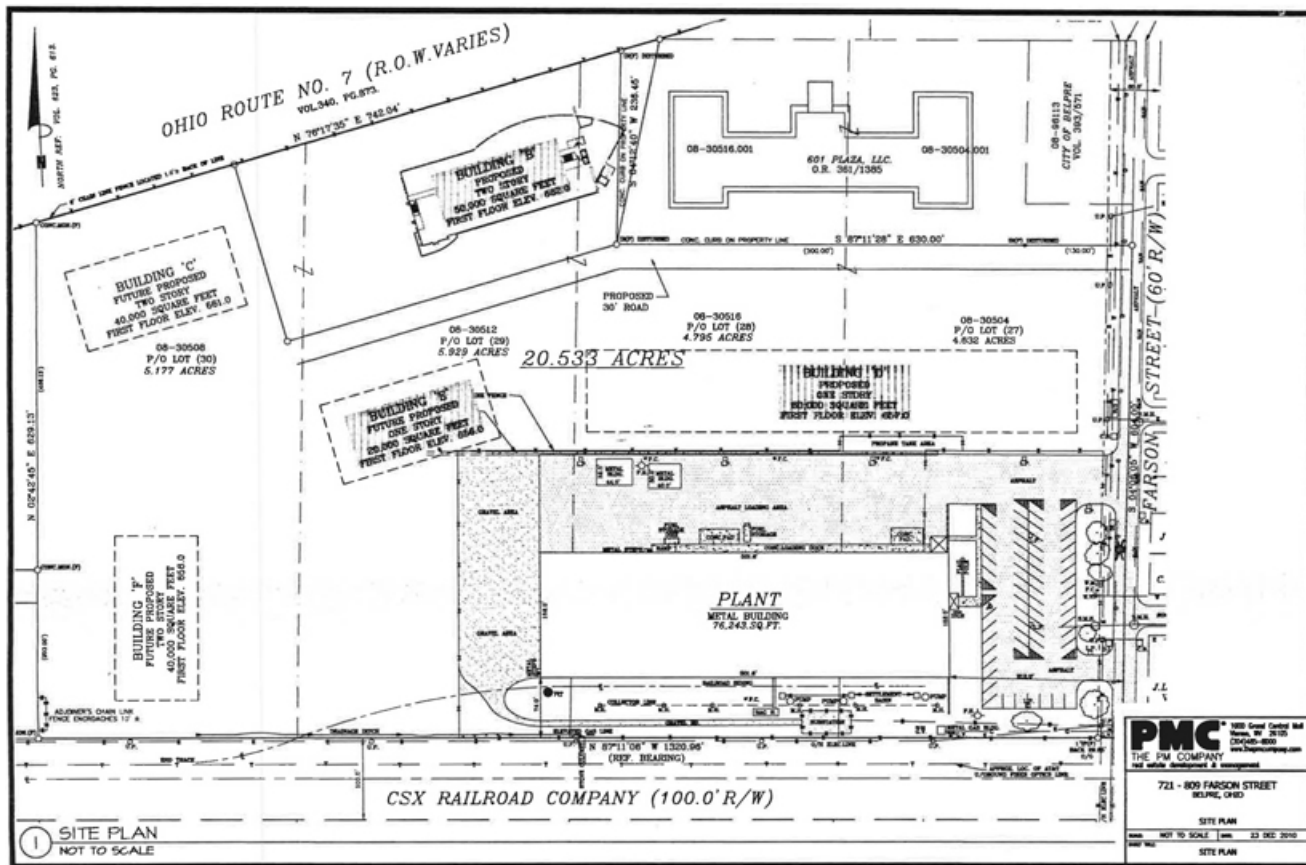
- a. Shell and core (all design, construction drawings, details and specifications)
 - b. Securing all permits
 - c. Structural design
 - d. Sprinkler system design
 - e. Alarm system design
 - f. Exterior parking, access roads, and landscaping design
 - g. All supervision
 - h. Site development design
-

EXHIBIT C

BUILDOUT ITEMS BY TENANT, IF REQUIRED

1. Appliances and equipment
 2. Telephone system and wiring
 3. Computer system and wiring
 4. Special exhaust and HVAC systems other than standard HVAC requirements to heat and cool Tenant's space
 5. Security system
 6. Special plumbing and electrical requirements for medical and diagnostic equipment
 7. Purchase and proper construction, moving, location and installation of CT scan and MRI units from Health Bridge Imaging, Limited Liability Company, and any and all associated apparatus, including, but not limited to, shielding and electrical and mechanical equipment
 8. Communication & Nurse Call systems and wiring
-

EXHIBIT D



AMENDMENT AND ADDENDUM TO LEASE

THIS AMENDMENT AND ADDENDUM TO LEASE, Made and entered into by and between BELPRE I, LLC, a West Virginia limited liability company (hereinafter "Landlord"), and MARIETTA MEMORIAL HOSPITAL, an Ohio non profit corporation (hereinafter "Tenant").

WHEREAS, Tenant entered into that certain Lease ("Lease") with 601 Plaza L.L.C. ("601") dated December 27, 2010 whereby 601 agreed to lease to Tenant and Tenant agreed to lease from 601, Demised Premises situate in Belpre, Ohio and described in the Lease, which Demised Premises includes a "Building" and other improvements to be constructed as also described in Lease, and

WHEREAS, the Lease was assigned to Landlord by Assignment dated March 3, 2011 and said Assignment was agreed to by Tenant by Subordination, Non-Disturbance and Attornment Agreement and Confirmation of Lease also dated March 3, 2011, and

WHEREAS, changes to the construction schedule and architectural design have been made, and the parties agree to, amendments of the Lease as provided hereinafter, such amendments being of benefit to the parties and constituting valuable consideration to the parties;

NOW THEREFORE WITNESSETH: That for and in consideration for the mutual benefits to the parties and the mutual terms, covenants, provisions and conditions thereof, the parties agree that the provisions of Sections 3, 4, 5, and 26 of the Lease shall be and are hereby amended to read as follows:

INITIAL TERM

Section 3: The initial term of this Lease shall be for a period of Fifteen (15) years, commencing on December 31, 2011, and ending on December 30, 2026, subject, however, to the rentals, terms and conditions hereinafter set forth.

BASE RENT

Section 4: Commencing December 31, 2011, Tennant shall pay Base Rent in an annual amount of \$18.50 per square foot for the portion of the gross building area of the Building which Tenant occupies December 31, 2011 or the square footage of the area identified as "First Priority" on the drawing attached as "Exhibit E" hereto, whichever square footage is greater, plus an annual amount of \$10.00 per square foot for the remainder of the gross building area of the Building ("Additional Area"). Thereafter, as additional portions of the Additional Area are occupied by Tenant for the purposes of this Lease, Tenant shall pay Base Rent for such additionally occupied areas in an annual amount of \$18.50 per square foot from and after the date of occupation of each such portion and thereafter during the remainder of the first five (5) years of the initial term of this Lease through December 30, 2016, and, in any event, commencing December 31, 2012, and thereafter during each year of the remainder of the first five (5) years of the initial term of this Lease, through December 30, 2016, Tenant shall pay Base Rent in an annual amount of \$18.50 per square foot for the entire 50,300 square foot gross building area of the Building. During each year of the second five (5) year period of the initial term of this Lease, through December 30, 2021, Tenant shall pay Base Rent in an annual amount of \$19.50 per square foot for the entire 50,300 square foot gross building area of the Building. During each year of the third five (5) year period of the initial term of this Lease, through December 30, 2026, Tenant shall pay Base Rent in an annual amount of \$20.50 per square foot for the entire 50,300 square foot gross building area of the Building. Provided, that in the event the cost of construction pursuant to change orders required by Section 5 hereof exceeds the construction budget and total project cost reflected on Exhibit B hereto, such Base Rent shall be increased for each year of said fifteen (15) year initial term by an amount equal to ten (10%) per cent of the increase in such cost of construction in excess of the construction budget and total project cost. For example, in the event such increased cost of construction equals \$1,000,000.00, the annual rent per square foot shall increase by \$1.99 per square foot ($\$100,000.00\% 50,300 = \1.99) for such initial term over and above the amounts provided above, resulting in a rent of \$20.49 per square foot during the first five (5) years, \$21.49 per square foot during the second five (5) years, and \$22.49 per square foot during the third five (5) years, of said initial term. Provided, that the rent for the unoccupied portions of the Additional Area for the period or periods until such Additional Area, or portions thereof, become occupied or until December 31, 2012, whichever first occurs, shall remain an annual amount of \$ 10.00 per square foot in any event.

Such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the last day of each calendar month, being the first day of each lease month hereunder, during the term hereof. The first month's rent is due and payable to Landlord December 31, 2011, and all required rental payments shall be made to Belpre I, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 5: Landlord shall construct on the Demised Premises the Building, parking lots and sidewalks for the use and occupancy of Tenant, such Building, parking lots and sidewalks to be constructed and provided to Tenant as a complete turnkey project in accordance with the project design of Trinity Health Group, in accordance with the construction budget and schedule of responsibilities of each of the parties marked as Exhibit B and attached to and made a part of this Lease and in accordance with Exhibit A. Tenant shall provide and construct at its cost the special buildout items described on Exhibit C attached to and made a part of this Lease.

The final plans and specifications for such construction shall conform to, provide for and permit construction of the Building, parking lots and sidewalks in strict accordance with the construction budget and total project cost reflected on Exhibit B and are to be approved by both Tenant and Landlord not more than thirty (30) days after receipt by both parties. Provided, that Landlord may make minor changes in material and construction detail described in such plans and specifications, provided the quality, design and appearance of the Building and building materials are not materially altered. Construction shall be commenced as soon as practicable after the execution of this Lease, and Landlord and Tenant shall cause construction to be completed to permit occupancy by Tenant for the purposes of this Lease on December 31, 2011, unless delayed by causes beyond the control of Landlord or Tenant. Any construction or alteration or modification resulting in any change in the construction budget and/or total project cost reflected on Exhibit B shall be approved by both Landlord and Tenant and shall be documented by written change order signed by both such parties, and any increase in costs of construction over and above those numerated in the construction budget and total project cost reflected on Exhibit B shall result in the increase in Base Rent as provided in Section 4 above.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

RESTRICTIONS ON USE

Section 26: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

Notwithstanding any other provision of this Lease, and without limitation to the foregoing provisions of this Section 26, Tenant shall not conduct or permit to be conducted upon the Demised Premises any CT scan procedures except pursuant to the existing agreement between Tenant and Health Bridge Imaging, Limited Liability Company ("Health Bridge"), a tenant of Landlord on an adjacent tract, during the term of such agreement, and, for a period of two (2) years beginning December 31, 2011, Tenant shall not conduct or permit to be conducted upon the Demised Premises any MRI procedures except pursuant to agreement by and between Tenant and Health Bridge, which agreement is currently the subject of negotiation between Health Bridge and Tenant. It is further agreed that upon the execution of such agreement regarding MRI procedures, the term of the aforesaid restriction regarding such procedures on the Demised Premises shall be automatically modified to the term of said agreement if different than said two (2) year period.

All of the other terms, covenants, provisions and conditions of the Lease, including exhibits thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Addendum to Lease this 23rd day of August 2011.

LANDLORD:

BELPRE I, LLC

By: Minnite Family, LLC,
It's Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.

Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley

Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III

Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite

Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

By: /s/ Scott Cantley
Scott Cantley

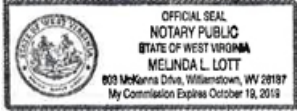
Its: CEO

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of August 2011 by Pat Minnite, Jr., the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: October 19, 2019



/s/ Melinda L. Lott

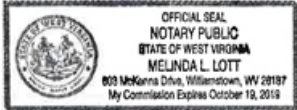
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of August 2011 by Karmyn M. Conley, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: October 19, 2019



/s/ Melinda L. Lott

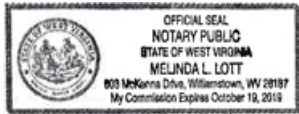
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of August 2011 by Pat Minnite, III, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: October 19, 2019



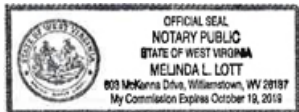
/s/ Melinda L. Lott
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of August 2011 by Jason R. Minnite, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: October 19, 2019



/s/ Melinda L. Lott
Notary Public

STATE OF OHIO

COUNTY OF WASHINGTON, TO WIT:

The foregoing instrument was acknowledged before me this 23rd day of August 2011, by Scott Cantley, CEO/President of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

My commission expires: April 18, 2016



DEBORAH K BEAVER, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES APRIL 18, 2016

/s/ Deborah K Beaver
Notary Public

SURVEYOR'S DESCRIPTION
2.485 ACRES (BUILDING B)
FARSON STREET, BELPRE, OHIO

SITUATE IN THE CITY OF BELPRE, COUNTY OF WASHINGTON, STATE OF OHIO, BEING PART OF 38.36 ACRES LOTS (28), (29) AND (30) IN RANGE 10, TOWN 2, SECTION 2, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF OHIO ROUTE NO. 7, WHERE A CONCRETE MARKER (FOUND) IN THE WESTERLY LINE OF 38.86 ACRE LOT NO. 30 BEARS SOUTH 76 degrees 17 minutes 35 seconds WEST 249.83 FEET THE NORTHWESTERLY CORNER OF THE PARENT PROPERTY (OFFICIAL RECORD 493, PAGE 1576).

THENCE: WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID OHIO ROUTE NO. 7, NORTH 76 degrees 17 minutes 35 seconds EAST 542.47 FEET TO AN IRON ROD (FOUND), A CORNER OF THE PARENT PROPERTY (OFFICIAL RECORD 361, PAGE 1385), PASSING AN IRON ROD (FOUND) AT 492.50 FEET THE NORTHERLY COMMON CORNER OF THE PARENT PROPERTIES,

THENCE: WITH THE INTERIOR OF THE PARENT PROPERTY (OFFICIAL RECORD 361, PAGE 1385), SOUTH 14 degrees 53 minutes 55 seconds WEST 256.31 FEET TO AN IRON ROD (FOUND), A COMMON CORNER OF THE PARENT PROPERTIES,

THENCE: WITH THE INTERIOR OF THE PARENT PROPERTY (OFFICIAL RECORD 493, PAGE 1576) TWO (2) COURSES:
 SOUTH 76 degrees 17 minutes 35 seconds WEST 419.76 FEET,
 NORTH 13 degrees 42 minutes 20 seconds WEST 225.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.485 ACRES MORE OR LESS, AND BEING 0.332 ACRE PART OF LOT (28), 1.797 ACRES PART OF LOT (29), AND 0.336 ACRE PART OF LOT (30).

DESCRIPTION BASED UPON PREVIOUS SURVEYS BY DARRELL R. BOICE, P.S. AND AN ACTUAL FIELD SURVEY IN FEBRUARY, 2010, AND DECEMBER, 2010 BY MICHAEL W. PFALZGRAF, P.S. AND WILLIAM W. AMBROSE, P.S., BEARINGS USED ARE REFERENCED FROM THE SOUTHERLY LINE OF THE PARENT PROPERTY DEED VOLUME 623, PAGE 613.

BEING A PART OF THE SAME PROPERTY CONVEYED TO 601 PLAZA, LLC. IN OFFICIAL RECORD 361, PAGE 1385 AND OFFICIAL RECORD 493, PAGE 1576.

SUBJECT TO ALL RIGHTS OF WAY, RESERVATIONS, RESTRICTIVE AND PROTECTIVE COVENANTS, UTILITY EASEMENTS, AND OIL AND GAS, AND MINERAL LEASES OF RECORD IN THE CHAIN OF TITLE IN WASHINGTON COUNTY.

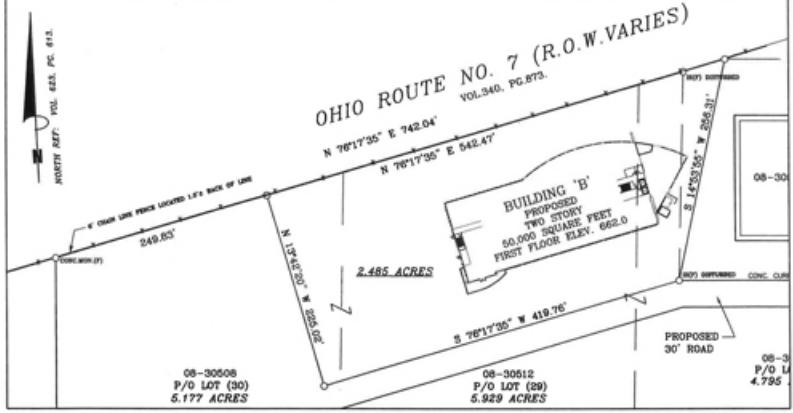


EXHIBIT A

PMC
 THE PM COMPANY
 1000 State Center Way
 Marietta, OH 45750
 (614) 469-4000
 www.pmcgroup.com

HEALTH BRIDGE MEDICAL PARK
 BELPRE, OHIO
 MARIETTA MEMORIAL HOSPITAL
 BUILDING W

Scale: 1" = 100' DATE: 12-23-2010
 DESIGNED: PMS/SSS PLAN

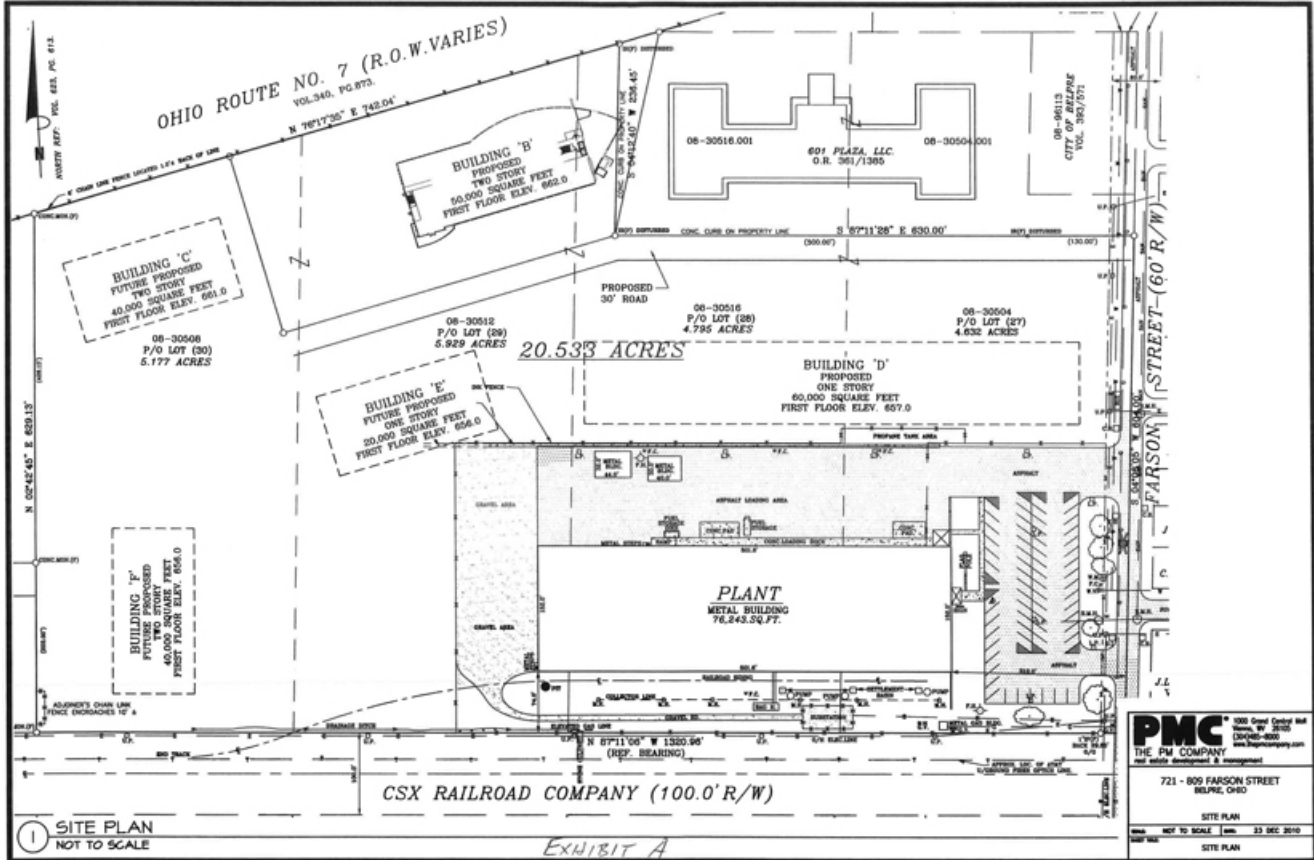


EXHIBIT A

MEMORIAL HEALTH SYSTEM
BELPRE HEALTH CAMPUS

BELPRE, OHIO 45714

Project Number: 110-115

TRINITY

DESIGN DEVELOPMENT

12/22/2010

CONSTRUCTION MANAGER:
THE PM COMPANY
1000 GRAND CENTRAL MALL
VIENNA, WV 26105
(304) 485-8000

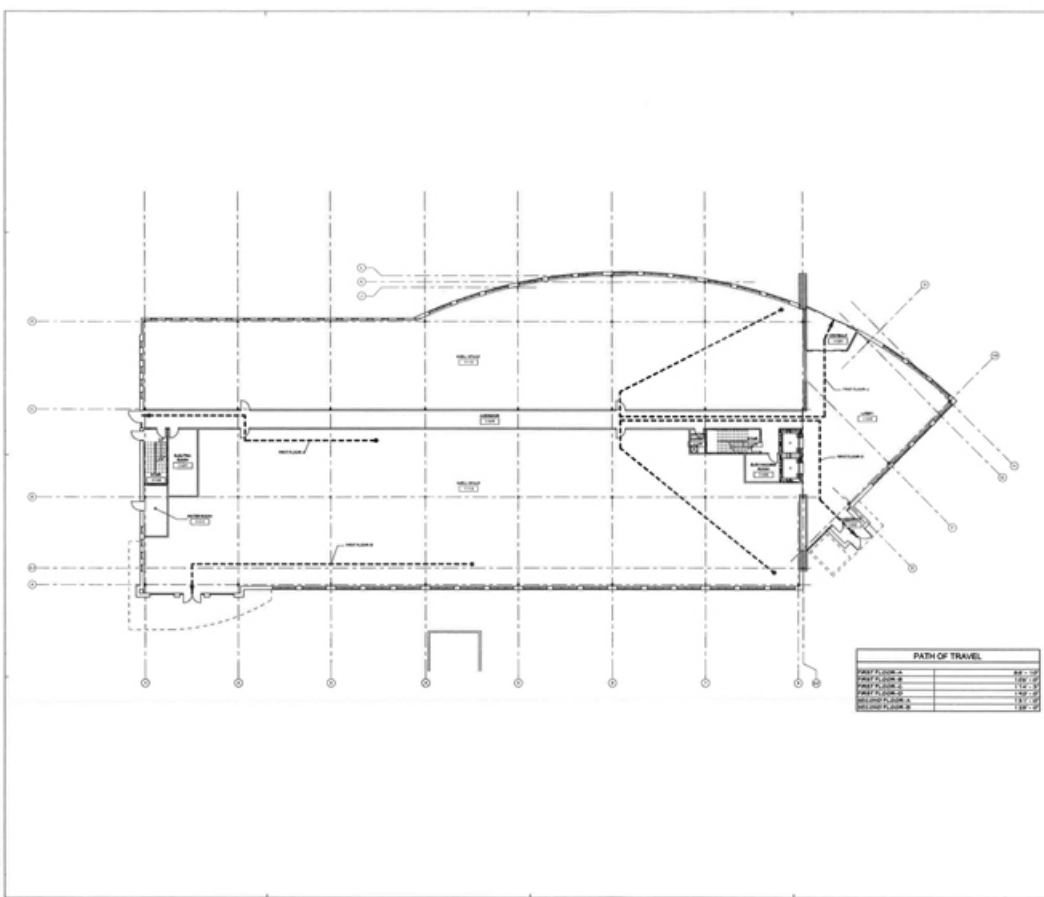
CIVIL ENGINEER:
STRAND ASSOCIATES, INC.
4433 PROFESSIONAL PKWY
GROVEPORT, OH 43125
(614) 635-0460

STRUCTURAL ENGINEER:
CONSULTANT
ADDRESS
PHONE

MECH/ELEC ENGINEER:
VMP ENGINEERING
6631 COMMERCE PARKWAY
DUBLIN, OH 43017
(614) 406-3662

635-105 PARK MEADOW RD.
WESTERVILLE, OH 43081
614.899.4830

EXHIBIT A



GENERAL INFORMATION

DIRECTIONAL NOTES

LEGEND

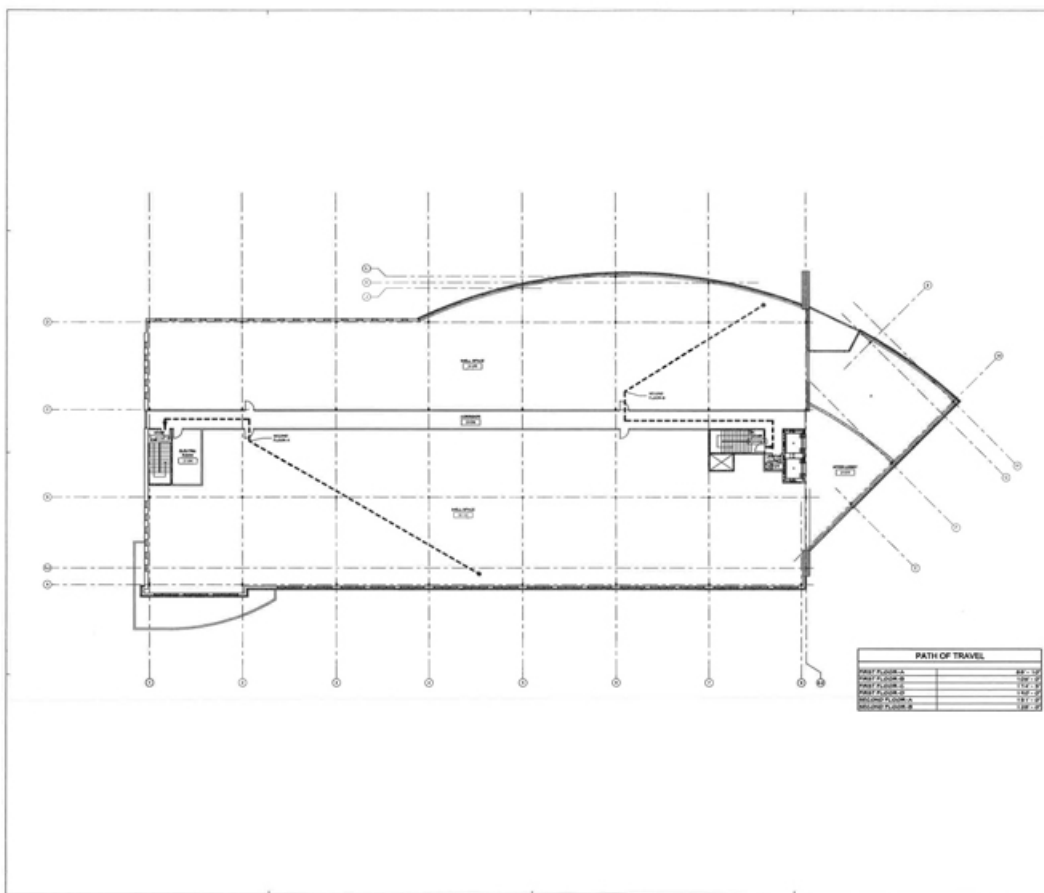
PATH OF TRAVEL

FIRST FLOOR LIFE SAFETY PLAN

**MEMORIAL HEALTH SYSTEM
BELPRE HEALTH CAMPUS
BELPRE, OHIO 45714**

Project Number: 110-115
Scale: 3/32" = 1'-0"
Drawn By: [Signature]
Author: [Signature]

LS-1



GENERAL INFORMATION

DIRECTIONAL NOTES

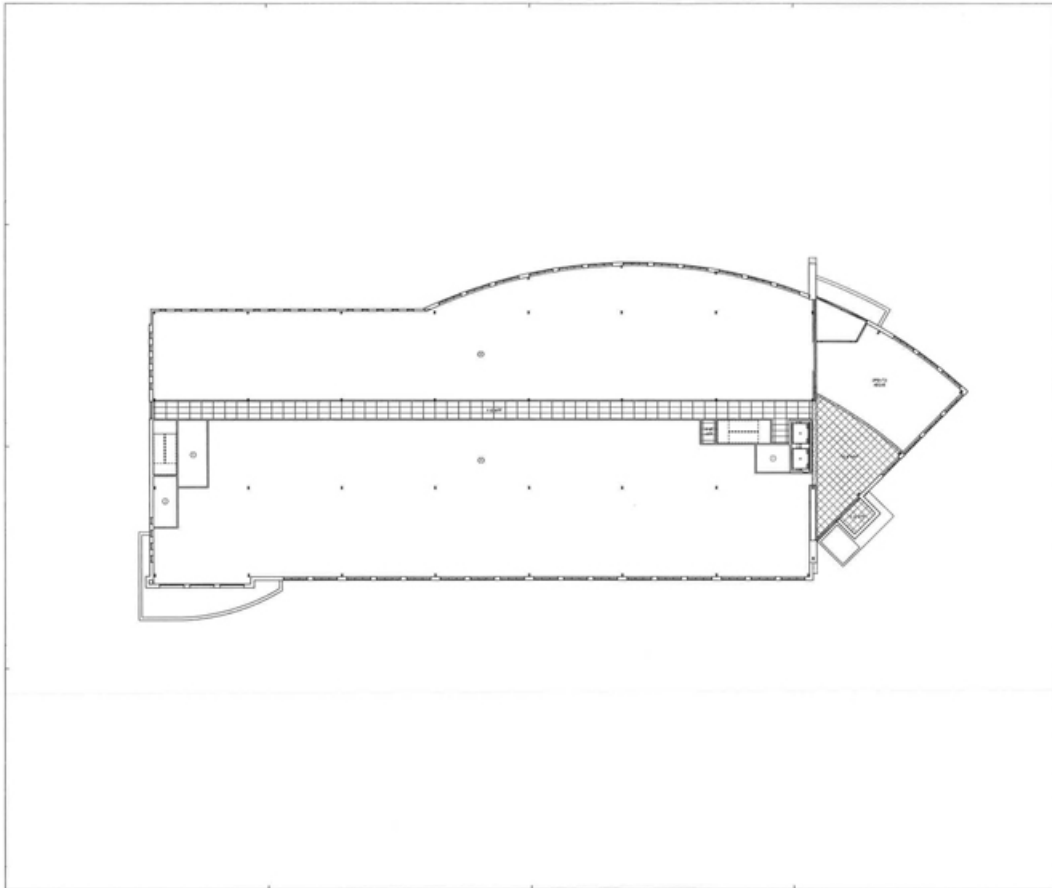
LEGEND

SECOND FLOOR LIFE SAFETY PLAN

**MEMORIAL HEALTH SYSTEM
BELPRE HEALTH CAMPUS**
BELPRE, OHIO 45714

Project Number: 110-115
 Date: 3/22/11
 Drawn By: [Redacted]
 Author: [Redacted]

LS-2



GENERAL INFORMATION

DIRECTIONAL NOTES

MATERIAL NOTES

LEGEND

Symbol 1	Description 1
Symbol 2	Description 2
Symbol 3	Description 3
Symbol 4	Description 4
Symbol 5	Description 5
Symbol 6	Description 6
Symbol 7	Description 7
Symbol 8	Description 8
Symbol 9	Description 9
Symbol 10	Description 10

TABLE FOR NOTES

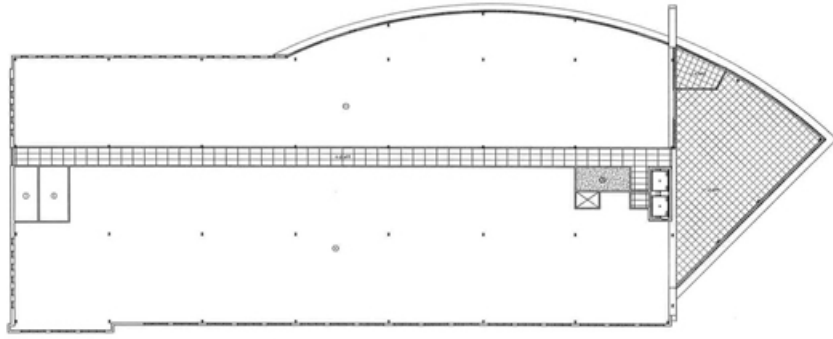
FIRST FLOOR REFLECTED CEILING PLAN

MEMORIAL HEALTH SYSTEM
 BELPRE HEALTH CAMPUS
 BELPRE, OHIO 45714

Project Number: 110-115
 Date: 3/22/11
 Scale: 3/32" = 1'-0"
 Drawn By: [Name]
 Author: [Name]

A3-1

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GENERAL INFORMATION

1. PROJECT NO. 110-115
 2. SHEET NO. A3-2

DIRECTIONAL NOTES

1. NORTH ARROW
 2. SCALE

MATERIAL NOTES

1. REFERENCE TO OTHER SHEETS

LEGEND

- 1. UNFINISHED FLOOR
- 2. FINISHED FLOOR
- 3. UNFINISHED CEILING
- 4. FINISHED CEILING
- 5. UNFINISHED WALL
- 6. FINISHED WALL
- 7. UNFINISHED DOOR
- 8. FINISHED DOOR
- 9. UNFINISHED WINDOW
- 10. FINISHED WINDOW
- 11. UNFINISHED STAIR
- 12. FINISHED STAIR
- 13. UNFINISHED ELEVATOR
- 14. FINISHED ELEVATOR
- 15. UNFINISHED MECHANICAL
- 16. FINISHED MECHANICAL

DATE: 10/15/10

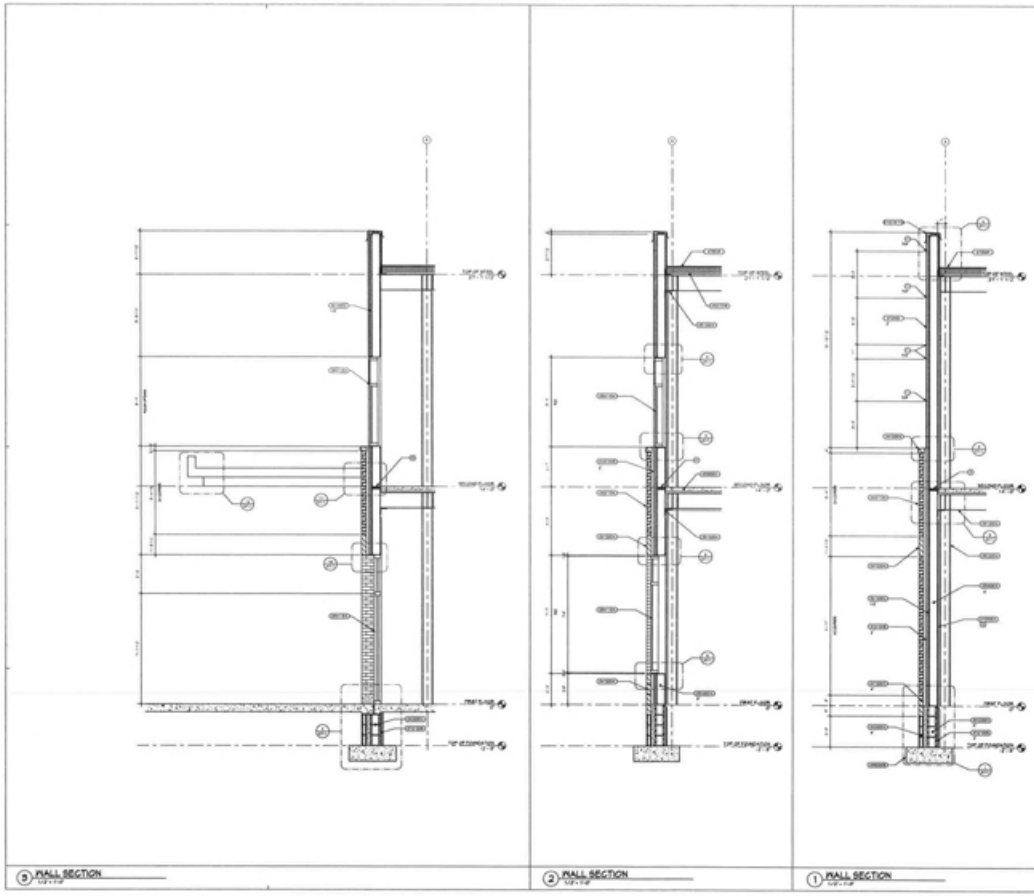
SECOND FLOOR REFLECTED CEILING PLAN

MEMORIAL HEALTH SYSTEM
 BELPRE HEALTH CAMPUS
 BELPRE, OHIO 45714

Project Number: 110-115
 Scale: 3/32" = 1'-0"
 Drawn By: [Name]
 Author: [Name]

A3-2

11/15/10 10:15 AM
 C:\Users\johndoe\Documents\110-115\110-115.dwg



GENERAL INFORMATION

1. 07-201
2. 07-201

DIRECTIONAL NOTES

1. 07-201
2. 07-201
3. 07-201
4. 07-201

MATERIAL NOTES

1. 07-201
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LEGEND

1	REVISION FOR 10/10/17	10/10/17
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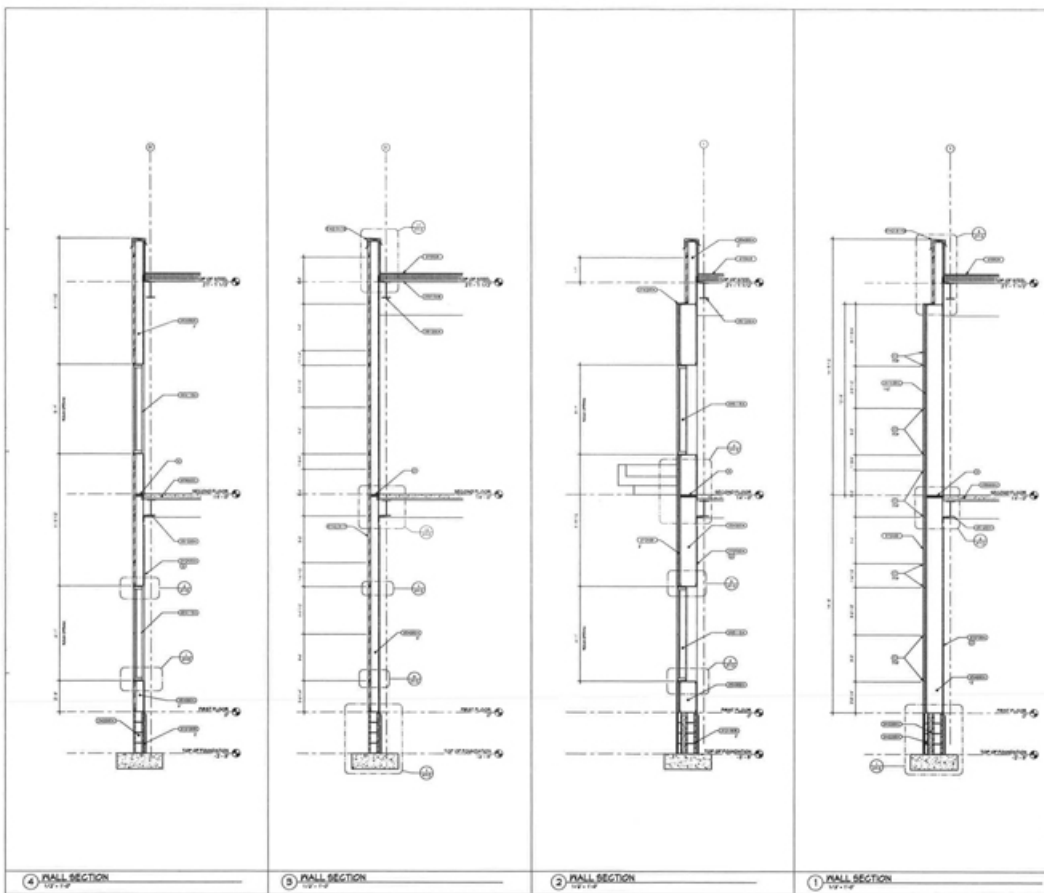
WALL SECTIONS

MEMORIAL HEALTH SYSTEM
BELPRE HEALTH CAMPUS
BELPRE, OHIO 45714

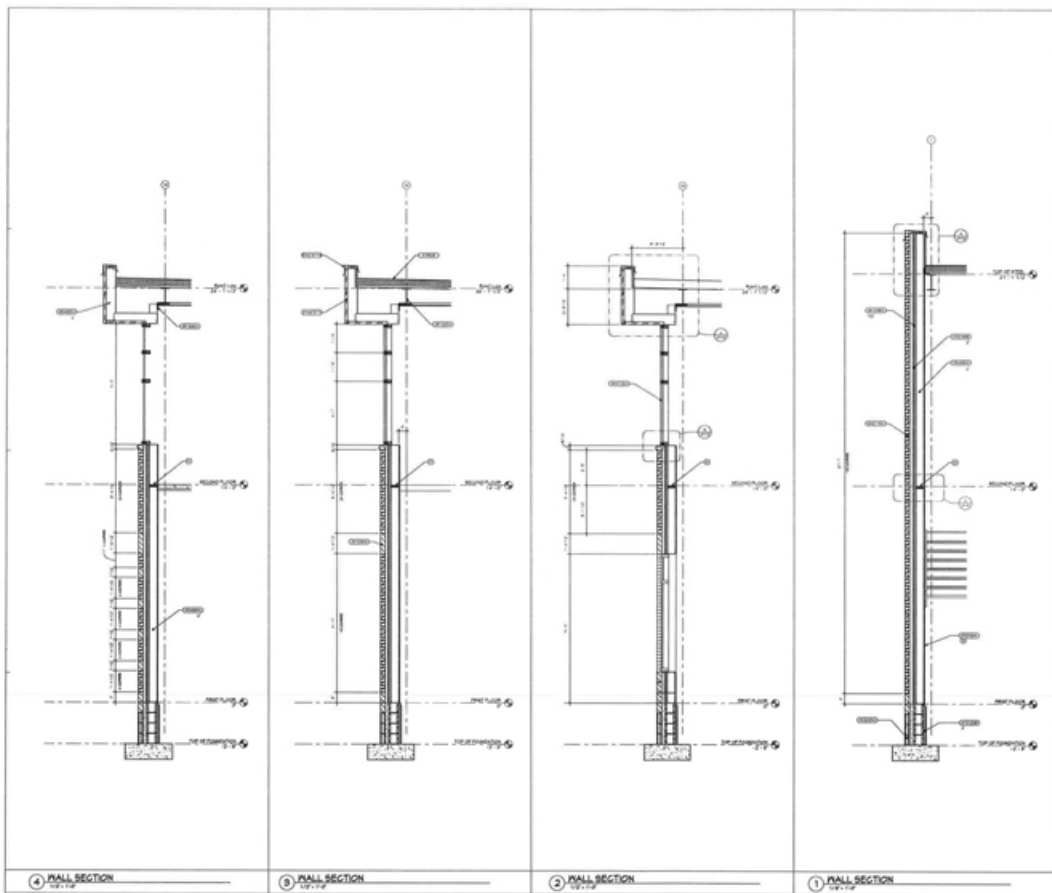
Project Number: 115-115
Scale: 1/2" = 1'-0"
Drawn By: Author
Author: TRINITY

A5-1

10/10/17 10:00 AM



GENERAL INFORMATION	
<p>DIRECTIONAL NOTES</p> <p>1. NORTH</p> <p>2. EAST</p> <p>3. SOUTH</p> <p>4. WEST</p>	
<p>MATERIAL NOTES</p> <p>1. CONCRETE</p> <p>2. CMU</p> <p>3. GYPSUM BOARD</p> <p>4. INSULATION</p> <p>5. SHEATHING</p> <p>6. FRAMING</p> <p>7. FINISH</p> <p>8. METAL</p> <p>9. GLASS</p> <p>10. DOOR</p> <p>11. WINDOW</p> <p>12. ROOFING</p> <p>13. FLOORING</p> <p>14. CEILING</p> <p>15. MECHANICAL</p> <p>16. ELECTRICAL</p> <p>17. PLUMBING</p> <p>18. PAINT</p> <p>19. STAIN</p> <p>20. TILE</p> <p>21. CARPET</p> <p>22. LINOLEUM</p> <p>23. GRANITE</p> <p>24. MARBLE</p> <p>25. BRICK</p> <p>26. BLOCK</p> <p>27. SANDWICH PANEL</p> <p>28. CORRUGATED METAL</p> <p>29. ALUMINUM</p> <p>30. STEEL</p> <p>31. COPPER</p> <p>32. BRASS</p> <p>33. ZINC</p> <p>34. GALVANNEAL</p> <p>35. GALVALUME</p> <p>36. POLYURETHANE</p> <p>37. POLYISOCYANURATE</p> <p>38. POLYETHYLENE</p> <p>39. POLYPROPYLENE</p> <p>40. POLYESTER</p> <p>41. POLYIMIDE</p> <p>42. POLYETHERETHERKETONE</p> <p>43. POLYETHERSULFONE</p> <p>44. POLYETHERIMIDE</p> <p>45. POLYETHERETHERSULFONE</p> <p>46. POLYETHERETHERKETONE</p> <p>47. POLYETHERETHERSULFONE</p> <p>48. POLYETHERETHERIMIDE</p> <p>49. POLYETHERETHERSULFONE</p> <p>50. POLYETHERETHERKETONE</p>	
<p>LEGEND</p>	
<p>WALL SECTIONS</p> <p>MEMORIAL HEALTH SYSTEM BELPRE HEALTH CAMPUS BELPRE, OHIO 45714</p> <p>Project Number: 110-115 Scale: 1/4" = 1'-0" Drawn By: T R I N I T Y Author:</p>	
<p>A5-2</p>	



GENERAL INFORMATION

DIRECTIONAL NOTES

- 1. Look North
- 2. Look East
- 3. Look West
- 4. Look South

MATERIAL NOTES

- 1. 2" X 4" Stud
- 2. 1/2" Gypsum Board
- 3. 1/2" Sheetrock
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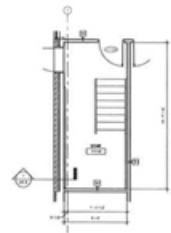
LEGEND

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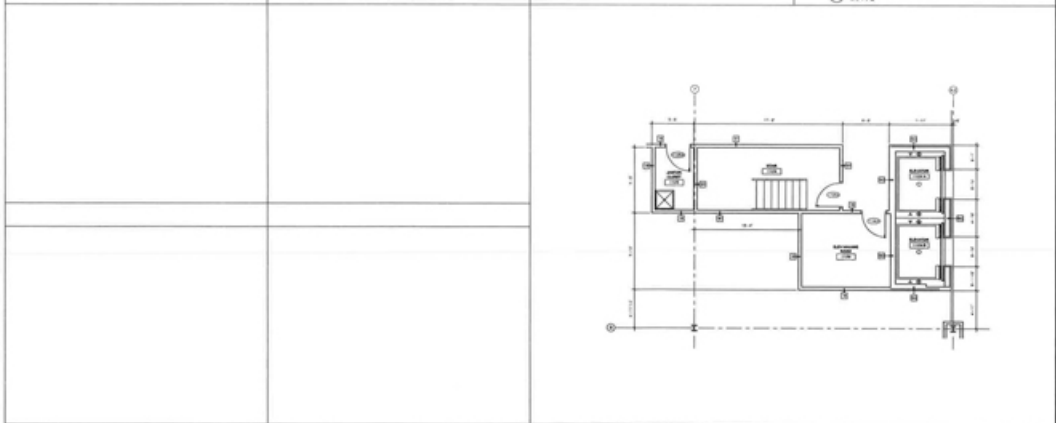
WALL SECTIONS

MEMORIAL HEALTH SYSTEM
 BELPRE HEALTH CAMPUS
 BELPRE, OHIO 45714

Project Number: 110-115
 Scale: 1/8" = 1'-0"
 Drawn By: TRINITY
 Author: A5-3



10 Stair 1:1:10 Detail
10/17/12



10 Director Core Detail
10/17/12

GENERAL INFORMATION

DIRECTIONAL NOTES

MATERIAL NOTES

1	REVISION FOR 10-10-12	10/10/12
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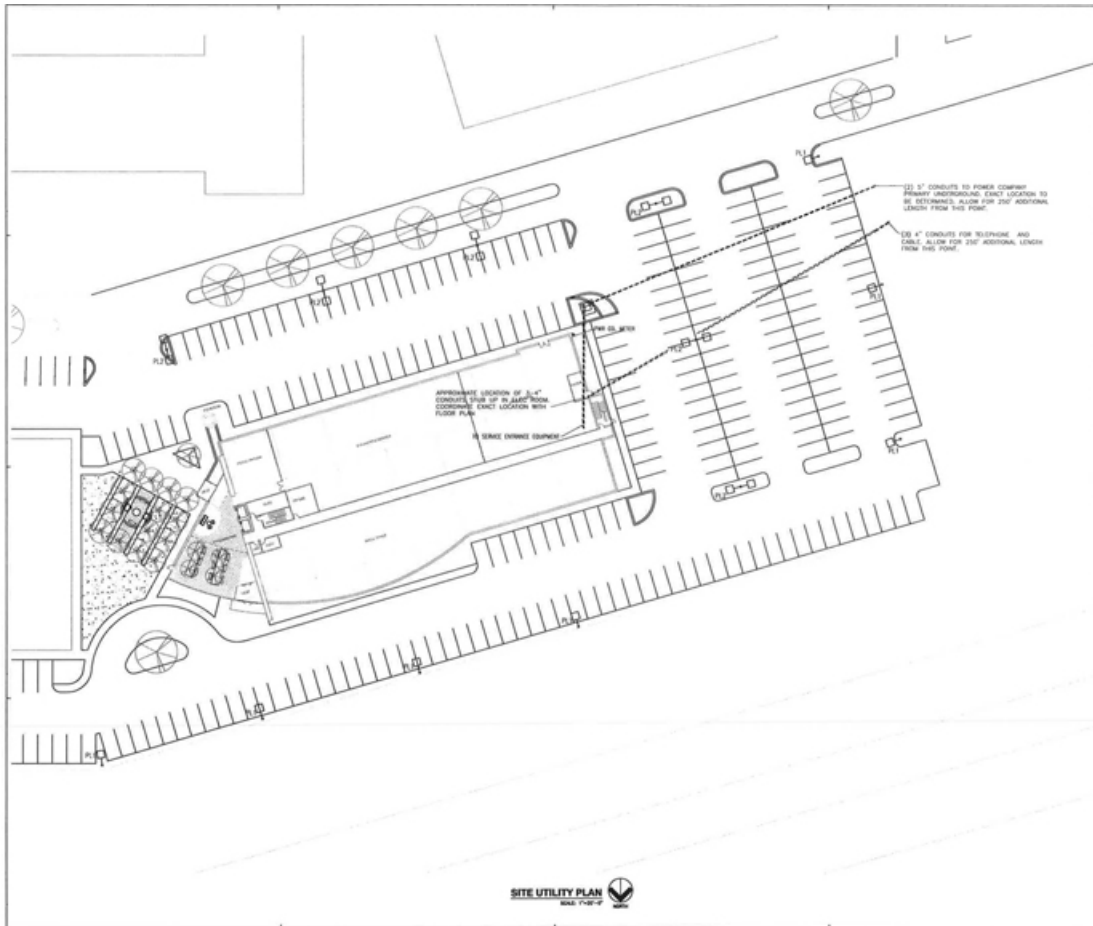
INTERIOR SECTION DETAILS

MEMORIAL HEALTH SYSTEM
BELPRE HEALTH CAMPUS
BELPRE, OHIO 45714

Project Number: 110-112
Scale: 1/4" = 1'-0"
Drawn By: Author

A8-1

10/10/12 10:10 AM



PLAN NOTES C

PRELIMINARY
NOT FOR
CONSTRUCTION



KEY PLAN

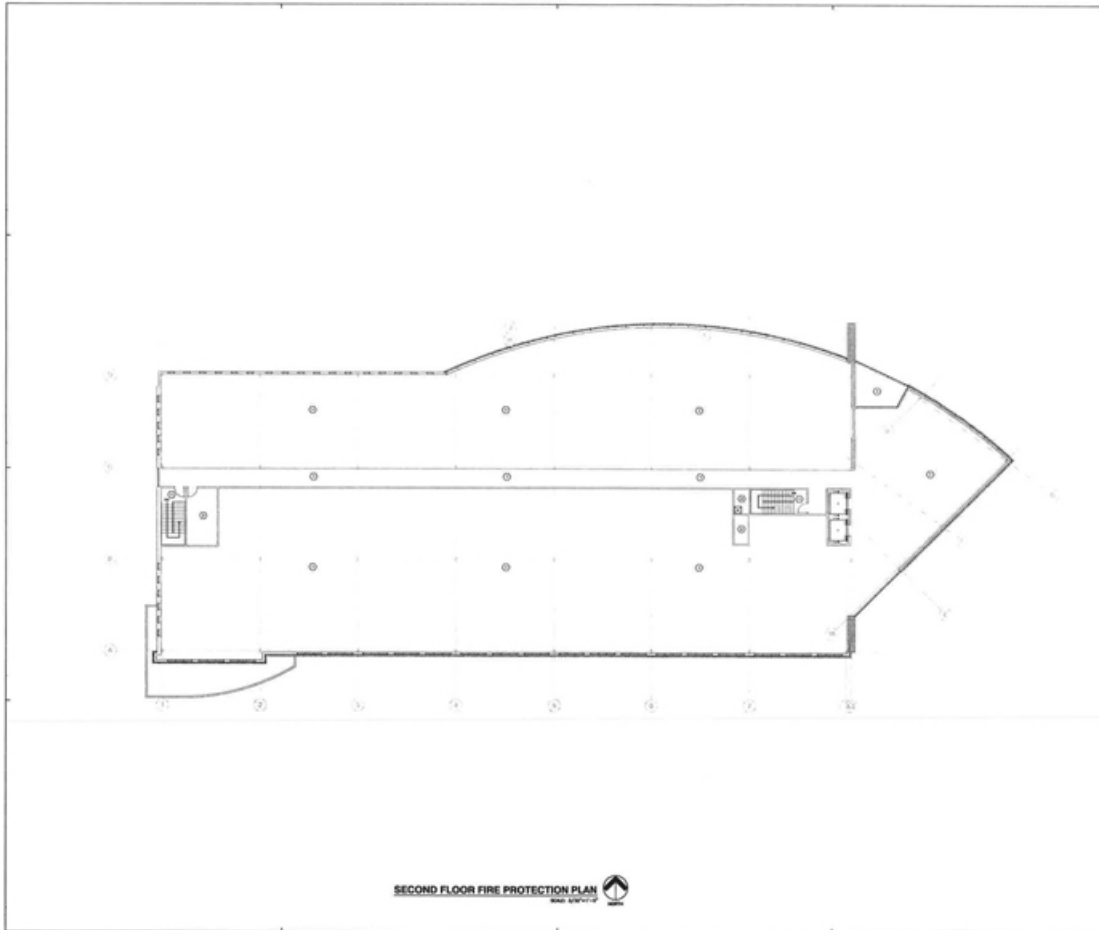
SITE UTILITY PLAN

MEMORIAL HEALTH
BELPRE HEALTH CAMPUS
12th AVENUE STREET

Project Number	150425
DATE	07/20/2015 TRINITY
Drawn By	

SU1





SECOND FLOOR FIRE PROTECTION PLAN

PLAN NOTES

1. REFER TO ALL APPLICABLE CODES AND SPECIFICATIONS FOR ALL FIRE PROTECTION DETAILS.
2. REFER TO ALL APPLICABLE CODES AND SPECIFICATIONS FOR ALL FIRE PROTECTION DETAILS.

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CONSTRUCTION



KEY PLAN

NO.	REVISION

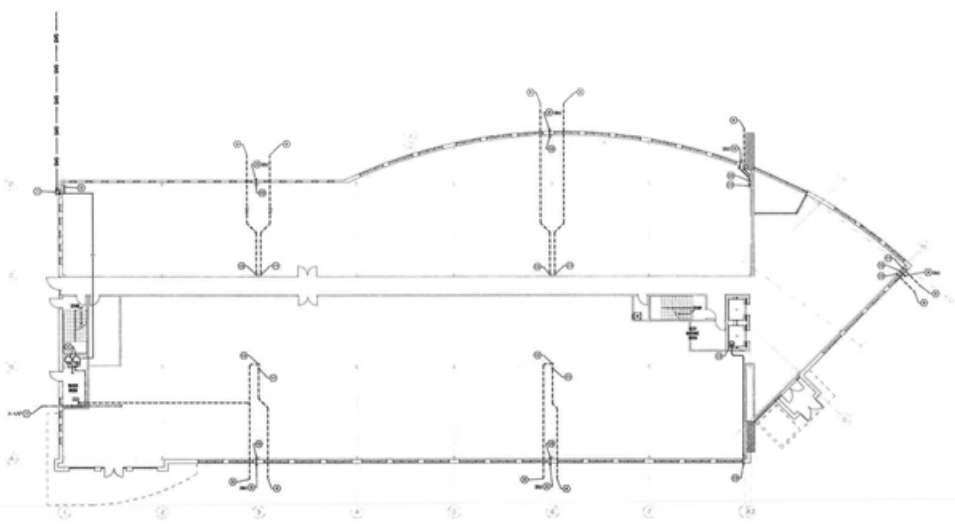
PLAN
MEMORIAL HEALTH
BELPRE HEALTH CAMPUS
1000 ART STREET

Project Number: 150475
Scale: AS SHOWN TRINITY
Drawn By:

FP-2

PLAN NOTES

- 1. SEE PLAN
- 2. SEE WITH ALL OTHER PLANS
- 3. SEE SCHEDULE FOR MATERIALS
- 4. SEE SCHEDULE FOR FINISHES
- 5. SEE SCHEDULE FOR EQUIPMENT
- 6. SEE SCHEDULE FOR FIXTURES
- 7. SEE SCHEDULE FOR CASES
- 8. SEE SCHEDULE FOR PARTITIONS
- 9. SEE SCHEDULE FOR DOORS
- 10. SEE SCHEDULE FOR WINDOWS
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- 99. SEE SCHEDULE FOR TELEPHONE
- 100. SEE SCHEDULE FOR RADIANT



FIRST FLOOR PLUMBING PLAN
MEMORIAL HEALTH BELPRE HEALTH CAMPUS

VMP&S
 VMCANADY ENGINEERS INC.
 1000 BROADWAY
 SUITE 1000
 BOSTON, MA 02108
 TEL: 617.552.8800
 FAX: 617.552.8801
 WWW.VMP&S.COM

KEY PLAN

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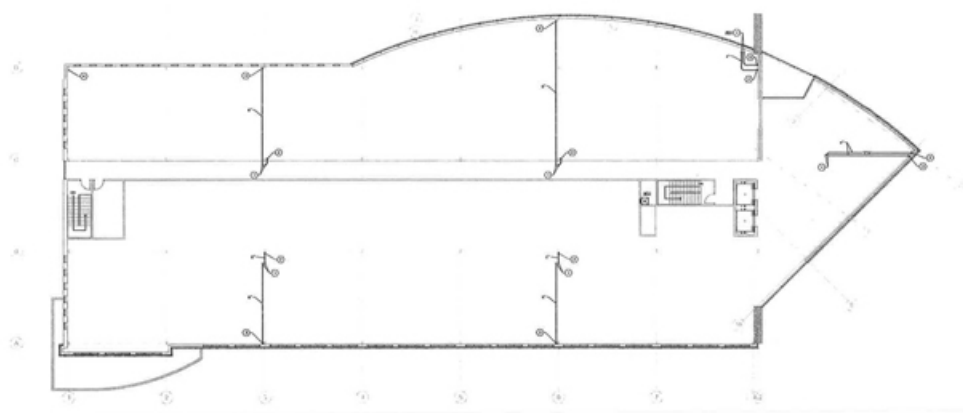
MEMORIAL HEALTH BELPRE HEALTH CAMPUS
 1000 BROADWAY

Project Number	110-010
Scale	AS SHOWN TRINITY
Drawn By	

P-1

PLAN NOTES

- 1. SEE ALL NOTES ON DRAWING SHEET
- 2. SEE ALL NOTES ON THIS SHEET
- 3. SEE ALL NOTES ON THIS SHEET
- 4. SEE ALL NOTES ON THIS SHEET



SECOND FLOOR PLUMBING PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION



KEY PLAN

NO.	REVISION	DATE

PLAN

MEMORIAL HEALTH
BELPRE HEALTH CAMPUS
1000 ART STREET

Project Number	150475
Scale	AS NOTED
Drawn By	TRENTY

P-2

PLAN NOTES

Blank area for plan notes.

PRELIMINARY
NOT FOR
CONSTRUCTION



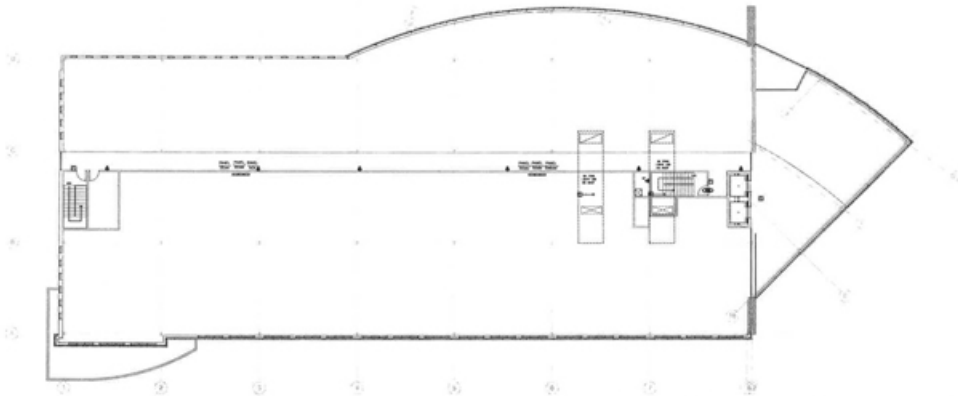
KEY PLAN

SECOND FLOOR POWER PLAN

MEMORIAL HEALTH
BELPRE HEALTH CAMPUS
1204 AMY STREET

Project Number	110-010	
Date	07/20/2009	TRINITY
Drawn By		

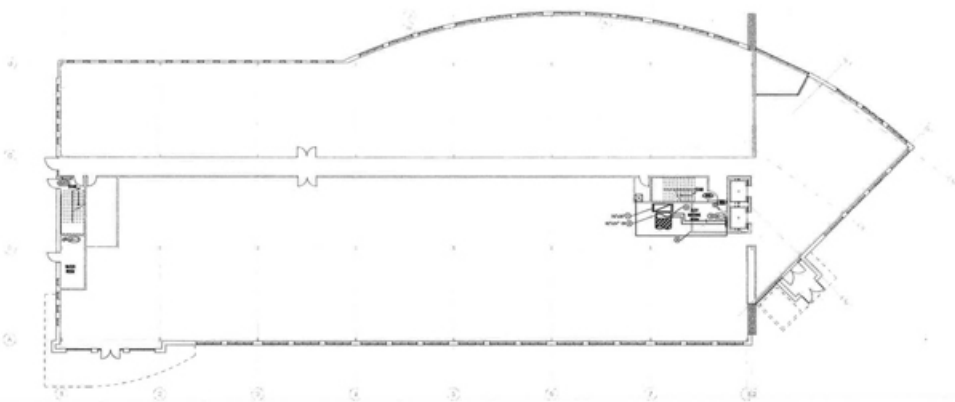
E-2



SECOND FLOOR POWER PLAN
VMP&E

PLAN NOTES ()

- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
- 3. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
- 4. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.
- 5. ALL CEILING ARE 8' HIGH UNLESS OTHERWISE NOTED.
- 6. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.



FIRST FLOOR HVAC PLAN
SAND SERVICE

PRELIMINARY
SET FOR
CONSTRUCTION

VMP&S
MECHANICAL ENGINEERS
1000 N. W. 10th St. Ft. Lauderdale, FL 33304
TEL: 754.546.1000 FAX: 754.546.1001

KEY PLAN

NO.	DESCRIPTION	DATE

**MEMORIAL HEALTH
BELPRE HEALTH CAMPUS**
1000 ART STREET

Project Number	110405	
DATE	11/20/2008 08:30	TRINITY
Drawn By		

H-1

ADDENDUM TO LEASE AGREEMENT

This addendum, dated November 8, 2012, shall be attached to and become part of that certain lease agreement for the 50,300 square feet medical building 807 Farson Street, Belpre, Ohio, between Belpre I LLC, Landlord, and Marietta Memorial Hospital, Tenant, as follows:

COMMON AREAS

Section 7: In connection with this Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises using the access ways, in monthly installments of Five Hundred Eighty-Three Dollars and No Cents (\$583.00), to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

All other terms and conditions of the original lease agreement will remain in full force and effect.

IN WITNESS THEREOF, the parties have caused this addendum to the lease agreement to be executed this 8th day of November, 2012, hereby binding their respective successors, assigns, executors, and administrators.

LANDLORD:

Belpre I LLC

By: /s/ Pat Minnite, Jr.

Its: Manager

TENANT:

Marietta Memorial Hospital

By: /s/ Scott Cantley

Its: CEO

THIS AGREEMENT AND LEASE, Made and entered into by and between Minnite Family, LLC, a West Virginia limited liability company (hereinafter "Landlord"), and Marietta Memorial Hospital, an Ohio non profit corporation (hereinafter "Tenant"), Belpre I, LLC, a West Virginia limited liability company (hereinafter "Belpre I"), which executes this Agreement and Lease for the limited purposes articulated in Sections 31 and 32 hereof, and Belpre IV, LLC, a West Virginia limited liability company (hereinafter "Belpre IV"), which executes this Agreement and Lease for the limited purposes articulated in Section 31.

WITNESSETH: That for and in consideration of the mutual terms, covenants, provisions and conditions herein set forth, Landlord does hereby agree and lease to Tenant, and Tenant does hereby agree and hire and rent from Landlord, those certain premises, hereinafter referred to as the "Demised Premises," as follows:

DEMISED PREMISES

Section 1: The Demised Premises shall consist of and are described as the gross building area of 80,000 square feet, consisting of a first story of approximately 50,000 square feet and a second story of approximately 30,000 square feet of the building ("Building"), together with the real estate upon which the Building shall be located, including parking lots and sidewalks thereon, all pursuant to and to be shown on the project design, plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A hereto as and when completed, said real estate being a tract of 2.819 acres located at 809 Farson Street, Belpre, Ohio 45714 formerly owned by 601 plaza L.L.C., a tract of 0.360 acres also formerly owned by 601 Plaza L.L.C. and adjoining the first mentioned tract on its eastern boundary, a tract of 0.98 acres, less 238 square feet conveyed to the City of Belpre, formerly owned by PKPJ Land Development, Limited Liability Company and adjoining the first mentioned tract along the entirety of the northern boundary of the first mentioned tract and a portion, as described in Section 31 hereof, of a tract of real estate owned by Belpre I adjoining the first mentioned tract on its western boundary, together with rights appurtenant thereto as herein described, all of said tracts being more particularly shown on Exhibit D hereto, and additionally a tract of 0.5128 acres owned by Belpre IV more particularly described on Exhibit E hereto and shown on Exhibit F hereto, and to be conveyed to Landlord by Belpre IV, as described in Section 31 hereof, to be utilized for parking purposes pursuant to the terms and conditions of this Agreement and Lease.

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the initial term hereof and any and all renewal terms hereof, subject to the terms, conditions and limitations herein contained, as a free standing medical facility, and for such uses reasonably related and incidental thereto.

INTERIM RENT; TERMINATION OPTION

Section 3. a. Except as herein otherwise provided, Tenant shall pay Interim Rent to Landlord, in advance, in the amount of \$10,000.00 per month, commencing effective December 1, 2017, and continuing on the same day of each month thereafter until the earlier of the date Tenant occupies 25% of the gross building area of the Building or December 1, 2019. Provided, that in the event that the last day prior to said date falls on a day other than the last day of the last monthly period for the payment of Interim Rent, the pro rata portion of the Interim Rent paid in advance for the remainder of said monthly period after said date shall be applied to the first month's payment of rent as determined pursuant to Section 5. All payments of Interim Rent shall be made to Minnite Family, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address.

b. Late Fees: If the Interim Rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

c. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

d. Tenant's Lease of Current Structures: Tenant agrees that its previous tenancy for the improvements currently situate on the aforesaid tract of 2.819 acres (Current Structures") has terminated, and that it has vacated the Current Structures effective November 30, 2017, and the parties agree that they and the aforesaid real estate are and shall be free of the terms and conditions of Tenant's previous tenancy for the Current Structures and any matter related thereto or arising therefrom.

INITIAL TERM

Section 4: The initial term of this Agreement and Lease shall be for a period of Fifteen (15) years, commencing on the earlier of either *i*) the first date of occupancy of the Demised Premises, or any part of the Demised Premises, for the purposes of this Agreement and Lease or *ii*) December 1, 2019 ("Commencement Date"), and ending on the last day of said fifteen (15) year period, subject, however, to the rentals, terms, conditions and contingencies herein set forth.

BASE RENT

Section 5: Commencing on the Commencement Date, Tenant shall pay Base Rent in an annual amount and rate of \$49.31 per square foot ("Effective Rate") for the amount of square footage of the gross building area of the Building that *i*) is occupied by Tenant from and after the date of such occupancy, and/or *ii*) is available for Tenant's occupancy hereunder on December 1, 2019 and thereafter. Tenant shall also continue to pay Interim Rent in the amount of \$10,000.00 per month until the earlier of the date that Tenant occupies 25% of the gross building area of the Building or December 1, 2019. Provided, that from and after December 1, 2019, Tenant shall pay an annual amount and rate of Base Rent of \$27.57 per square foot ("Alternate Rate") for the portions of the gross building area not available for Tenant's occupancy hereunder on December 1, 2019 and thereafter ("Unavailable Additional Area"), until further adjusted as herein provided. Provided further, that as portions of the Unavailable Additional Area are thereafter constructed by Landlord and made available for Tenant's occupancy hereunder during the one (1) year period from and after December 1, 2019, Tenant shall pay Base Rent at the Effective Rate for such additionally completed portions from and after the date or dates such additionally completed portions are made available by Landlord to Tenant for occupancy hereunder, and from and after each such date of availability the Alternative Rate of Base Rent for the portions of the Unavailable Additional Area not then completed shall continue until completed and made available for Tenant's occupancy hereunder or until December 1, 2020, whichever first occurs. Provided further, that commencing on the date all of the Unavailable Additional Area is completed and made available for Tenant's occupancy hereunder or December 1, 2020, whichever first occurs, and thereafter, Tenant shall pay Base Rent at the Effective Rate, calculated as herein provided, for the entire 80,000 square foot gross building area of the Building. Further provided, that said Effective Rate of \$49.31 for Base Rent is based and dependent upon the total budgeted project cost for the demolition and construction required hereby, exclusive of special buildout items described on Exhibit C, not exceeding \$39,449,500.00 as initially calculated and budgeted by Tenant and Landlord as described on Exhibit B hereto ("initial total budgeted project cost"), and *i*) in the event the total budgeted project cost, exclusive of said special buildout items, pursuant to change order or orders required by Section 6 hereof and/or other amendments and modifications to said total budgeted project cost, exceeds \$39,449,500.00, or *ii*) in the event Landlord constructs or provides any of the special buildout items described on Exhibit C, such Effective Rate of Base Rent shall be increased for the gross building area to which it is applicable for each year, or applicable portion thereof, by an amount per square foot equal to either *i*) ten (10%) per cent of the amount by which such total budgeted project cost exceeds the initial total budgeted project cost of \$39,449,500.00, or *ii*) ten (10%) percent of the amount of the cost of the construction or providing of any of said special buildout items by Landlord as budgeted by Landlord from time to time, as the case may be. For example, in the event such excess total budgeted project cost, or such budgeted cost of said special buildout items, equals \$800,000.00, the Effective Rate of Base Rent shall increase by \$1.00 per square foot ($\$800,000.00 \div 80,000 = \1.00) over and above the previously established Effective Rate of Base Rent, in this example, assuming the previously established Effective Rate is \$49.31, resulting in an Effective Rate of Base Rent of \$50.31 per square foot ($\$49.31 + \$1.00 = \50.31) during the period from and after such adjustment. Further provided, that similar adjustments reducing the Effective Rate of Base Rent shall be made in the event the aforesaid initial total budgeted project cost, pursuant to change order or orders required by Section 6 hereof and/or other amendments and modifications to said initial total budgeted project cost, is reduced to less than \$39,449,500.00, based upon deletion of material items, the budgeted cost for which is readily identifiable. Further provided, however, that if Landlord has incurred costs attributable to and in reliance upon such deleted items having been previously budgeted, Tenant shall pay such costs to Landlord pursuant to and on the terms of Landlord's invoice to Tenant therefor. All of the aforesaid adjustments shall be made at the Commencement Date and at each date thereafter that an additional portion of the gross building area is completed and either occupied by Tenant or made available for Tenant's occupancy hereunder as provided above, the cost of which results in an increase or decrease in the total budgeted project cost, as the case may be, and/or special buildout items are completed by Landlord and made available for Tenant's use hereunder, as the case may be ("Adjustment Date"). Additionally provided, that for and during each of the last two (2) five (5) year periods of the initial term of this Agreement and Lease all Base Rent may be additionally modified by Landlord, not to exceed an additional increase for each such successive five (5) year period of ten (10%) per cent of the amount and rate of such Base Rent in effect upon the expiration of the immediately preceding five (5) year period.

All of such rent shall be paid in monthly installments and shall be due and payable in advance on the first day of each lease month hereunder, during the term hereof. The first month's payment of such rent is due and payable to Landlord on the Commencement Date, and all required rental payments shall be made to Minnite Family, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address. Provided, that in the event of the occupancy, or availability of any portions of the Building for occupancy, occurring during a lease month based upon the Commencement Date of this Agreement and Lease, the Base Rent at the Effective Rate, for the remaining portion of such month, shall be prorated and due on such date of such occupancy or availability, and subsequent monthly installments of said Base Rent shall be due and payable in advance on the first day of each lease month during the remainder of such term, and either Interim Rent or Base Rent at the Alternative Rate, as the case may be, shall be prorated and adjusted accordingly for the remaining portion of such month.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 6: Landlord shall demolish the Current Structures and construct on the Demised Premises the Building, parking lots and sidewalks for the use and occupancy of Tenant. Such Building, parking lots and sidewalks shall be constructed and provided to Tenant as a complete turnkey project in accordance with the project design, plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A, as and when completed, and in accordance with the total budgeted project cost prepared by Tenant and Landlord and attached to and made a part hereof as Exhibit B, and as amended and modified from time to time as herein provided. Tenant shall provide and construct at its cost the special buildout items described on Exhibit C to be provided and approved by the parties, which approval shall not be unreasonably withheld, and attached to and made a part of this Agreement and Lease as and when completed.

The project design, plans and specifications for the project shall be prepared by Tenant and provided to Landlord within a commercially reasonable time after the execution of this Agreement and Lease in order to permit Landlord to complete construction in accordance with the terms hereof, shall provide for and permit completion of construction of the Building, parking lots and sidewalks in strict accordance with the initial total budgeted project cost reflected on Exhibit B and shall be subject to approval by Landlord not more than thirty (30) days after receipt by Landlord, which approval shall not be unreasonably withheld. Provided, that Landlord may make minor changes in material and construction detail described in such project design, plans and specifications, provided the quality, design and appearance of the Building and building materials are not materially altered, and provided such changes are approved by the Project Architect, which approval shall not be unreasonably withheld and shall be provided in a timely manner. Further provided, that the nature, quality and manner of construction, upon which Tenant's and Landlord's initial total budgeted project cost of \$39,449,500.00 is based, which also includes the cost of demolition of the Current Structures, shall be the same or similar to that of the facilities constructed and currently owned by Belpre I, LLC and Belpre IV, LLC and leased to Tenant. Demolition and construction shall be commenced as soon as practicable after the receipt and approval of the aforesaid project design, plans and specifications for the construction of the Demised Premises, and Landlord and Tenant shall cause the aforesaid demolition and construction to be completed to permit occupancy by Tenant for the purposes of this Agreement and Lease within a commercially reasonable time from and after Landlord's receipt and approval of designs, plans and specifications provided by Tenant hereunder, unless otherwise delayed by causes beyond the control of Landlord or Tenant. Any demolition, construction or alteration or modification thereof resulting in any change in the total budgeted project cost reflected on Exhibit B from time to time and/or any construction or providing of any special buildout items described on Exhibit C, or any change therein or the budgeted cost thereof, shall be approved by both Landlord and Tenant and shall be documented by written change order or other budget amendment and modification signed by both such parties, and shall be subject to the terms of Section 5 above, as applicable.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

EXTERIOR MAINTENANCE

Section 7: Except as expressly otherwise provided herein, Tenant shall maintain and keep the exterior of the Demised Premises in good order and repair including, but not limited to, the roof, walls, gutters, downspouts, canopies, exterior doors, supply lines for gas, electric, and water, drainage and sewer lines, entrances and exits, sidewalks and parking areas, including cleaning and maintaining sidewalks and parking areas, including, but not limited to snow and ice removal, landscaping, and providing trash removal. Landlord shall make all structural repairs to the Building and all interior repairs, by reason of any exterior or structural defect, including but not limited to, leaks, broken pipes and falling plaster.

COMMON AREAS

Section 8: In connection with this Agreement and Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises in the Development Site, as hereinafter defined, using the access ways, in monthly installments to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

INTERIOR MAINTENANCE

Section 9: Except as expressly otherwise provided herein, Tenant will maintain the interior of the Building on the Demised Premises in good order and repair, reasonable and ordinary wear and tear excepted, and all interior repairs and maintenance, including, but not limited to, the HVAC system and utility fixtures, are to be the responsibility of Tenant.

UTILITIES AND SERVICES

Section 10: Tenant shall be responsible for the payment of all utility services rendered to the Demised Premises, including but not limited to water and sewer, gas, and electric, from and after the date of Tenant's initial occupancy of the Demised Premises, or any part thereof.

TAXES

Section 11: The payment of all taxes and assessments levied or assessed against the real estate of which the Demised Premises are a part, shall be the responsibility of Landlord and/or other owners thereof. However, Tenant shall reimburse Landlord for its prorata share of the actual costs of the gross taxes and assessments based upon the percentage which the appraised value of the real estate and improvements constituting the Demised Premises constitutes of the appraised value of all real estate and improvements assessed together with the Demised Premises. Upon the taxes and assessments being levied and assessed against the Demised Premises separately, Tenant shall reimburse Landlord the actual costs of such separately levied and assessed gross taxes and assessments. In any event, such charges shall be budgeted and billed in advance annually by Landlord, shall be payable in monthly installments to be paid with Tenant's payments of Base Rent and shall be subject to an annual adjustment based upon the actual costs of such taxes and assessments for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below the amount billed by Landlord therefor, at the end of each fiscal year ending December 31 for which such costs were so budgeted and billed. Tenant shall pay any personal property taxes which may be levied against its property subject thereto.

INSURANCE; INDEMNIFICATION

Section 12: Throughout the term of this Agreement and Lease Tenant will maintain in effect fire, extended coverage and special perils property insurance for the full insurable replacement value of the Demised Premises, as determined, and as determined from time to time throughout the term of this Agreement and Lease, by the underwriter for Tenant's insurer, provided that such insurable replacement value shall in no event be less than the final total cost of demolition and construction. Tenant shall name Landlord and any mortgagee as insureds and/or as additional insureds, as the case may be, under said policy. In case of fire, extended coverage or special perils casualty, the proceeds of such insurance shall be first applied to the repair of any damage and any surplus paid to Landlord.

Tenant shall procure and maintain during the Term of this Agreement and Lease a policy of commercial general liability insurance having a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00), covering "occurrences" arising from or related to the use and occupancy of the Demised Premises by Tenant and its patients, employees, agents, contractors, guests and invitees, further insuring Tenant's indemnification obligation hereunder, and naming Landlord and any mortgagee as additional insureds. At the end of each five (5) year period or term of this Agreement and Lease, as the case may be, Tenant shall increase the amounts of such coverages of such liability insurance for the ensuing five (5) year period or term of this Agreement and Lease, by an amount equal to the aggregate percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer, U.S. City Average, or any successor index ("CPI") over the immediately preceding five (5) year period. Provided, that in the event an aggregate percentage decrease occurs in the CPI during any such immediately preceding five (5) year period, no adjustment in said coverage amounts shall be made and the amounts of such coverages in effect during such immediately preceding five (5) year period shall remain in effect during the ensuing five (5) year period or term. Further provided, however, that the requirement of such coverage and the limits thereof as herein provided, do not limit or define Tenant's obligation to indemnify Landlord hereunder nor limit the extent or amount of such obligation.

In addition, Tenant shall maintain Professional Liability Insurance with respect to its operations on the Demised Premises, with such insurance covering Tenant for all services rendered on the Premises. Tenant's Professional Liability Insurance shall provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, per policy year. Tenant shall also maintain Fire Legal Liability insurance in the amount of \$100,000. If and as permitted by the carriers for such coverages Tenant shall name Landlord and any mortgagee as additional insureds under said policies.

Tenant shall furnish to Landlord upon request a certificate of insurance issued by the insurance carrier of each of the aforesaid policies of insurance.

In the event Landlord obtains and carries income protection coverage pursuant to any policy or policies it maintains pertaining to the Demised Premises, Tenant shall reimburse Landlord the premium for such coverage, payable in monthly installments to be paid with Tenant's payments of Base Rent, the charges for which shall be budgeted, assessed and billed in advance annually by Landlord and shall be subject to an annual adjustment based upon the actual costs thereof for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed.

Tenant shall also be liable and responsible for any and all other insurance required for or by its use of and operation in and upon the Demised Premises, and Tenant may also carry insurance on the contents of the Demised Premises as it may desire.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against all liability, cost, expense, or damage (including, without limitation, attorneys fees) for bodily injury or property damage arising from: (i) the demolition of the Current Structures and construction of the Demised Premises by Landlord, its contractors, agents or employees; or (ii) any defects in construction by Landlord, its contractors, agents or employees, or (iii) any failure by Landlord, its contractors, agents or employees to properly construct the Demised Premises in accordance with the approved project design, plans and specifications. Tenant's review and approval of any plans, specifications, or any other documents shall not relieve Landlord from Landlord's obligations under the foregoing indemnification provision. Landlord shall procure and keep in effect from the execution date of this Agreement and Lease until the completion of the Demised Premises, a Commercial General Liability insurance policy in the amount of Three Million Dollars (\$3,000,000.00) per occurrence, insuring all of Landlord's activities with respect to the Demised Premises, and a Builder's Risk Insurance policy insuring the Demised Premises for the full replacement cost of the Demised Premises until completion. Landlord shall name Tenant as an additional insured under the Builder's Risk Insurance policy and provide Tenant a certificate of such coverage upon request.

Notwithstanding the foregoing provision, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from Tenant's occupancy and/or use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the Demised Premises or the access ways to and from the Demised Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Agreement and Lease, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend Landlord at Tenant's expense by counsel approved in writing by Landlord, to the extent or in the event such defense is not provided by applicable insurance coverage.

Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Agreement and Lease, or arising from any act, negligence, fault, or omission of Landlord or Landlord's agents, employees or contractors, and from and against any and all costs, reasonable attorneys' fees, expenses and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend Tenant at Landlord's expense by counsel approved in writing by Tenant, to the extent or in the event such defense is not provided by applicable insurance coverage.

DAMAGE OR DESTRUCTION OF BUILDING

Section 13: If the Demised Premises are damaged or destroyed by fire or other casualty during the term of this Agreement and Lease, the rent herein reserved shall abate entirely in case the Demised Premises are, in the judgment of the Tenant, rendered untenable, and prorata in case a part only be untenable, until the Demised Premises or such part are restored to tenable condition. If such damage or destruction is covered by the insurance provided for in Paragraph 12 above, the Landlord shall with due diligence, repair and restore the Demised Premises to good and tenable condition. Provided however, that (i) if the destruction or damage amounts to more than 50% of the insurable replacement value of the Demised Premises determined as aforesaid, either Landlord or Tenant may cancel and terminate this Agreement and Lease by giving written notice to the other party within thirty (30) days after the date such damage or destruction occurs; (ii) if the entire Demised Premises are, in the judgment of the Tenant, untenable, the term of this Agreement and Lease shall be extended for a period equal to the time required for repair and restoration of the Demised Premises unless terminated under Subparagraph (i) of this Paragraph.

EMINENT DOMAIN

Section 14: In the event that any portion or all of the Demised Premises is taken pursuant to the exercise of any power of eminent domain, the proceeds of such taking shall be divided between Landlord and Tenant as their respective interests may appear.

ASSIGNMENT; RIGHT OF FIRST REFUSAL

Section 15: a Tenant may not assign this Agreement and Lease or sublet the Demised Premises to any other person, partnership or corporation without written consent of Landlord, which consent shall not be unreasonably withheld.

b In the event Landlord exercises its right to assign this Agreement and Lease, pursuant to a conveyance of the Demised Premises, Landlord shall give Tenant the privilege of purchasing the Demised Premises at the same purchase price and on the other terms of the offer to purchase made by the proposed assignee, provided Tenant is not in default hereunder at such time. This privilege shall be given by a notice sent to Tenant at the Demised Premises by certified mail, fax transmission or hand delivery, requiring Tenant to accept the offer in writing and to sign a contract within the period of thirty (30) days after the mailing or receipt of such notice to purchase the Demised Premises upon such terms. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall not affect this Agreement and Lease, except to nullify and void the aforesaid privilege of Tenant, and Landlord shall be at liberty to sell the Demised Premises to any such proposed assignee thereafter. Provided, that in the event that Tenant does not exercise such right, but the transaction with such proposed assignee does not thereafter occur, then Tenant's privilege and right as herein described shall remain in effect for any and all subsequent proposed assignments in accordance with the aforesaid terms and conditions. Further provided, that the aforesaid right of Tenant shall not apply to any assignment of this Agreement and Lease or conveyance of the Demised Premises to a party or parties related to or affiliated with Landlord, or related to or affiliated with Landlord's members, including, but not limited to Belpre I, LLC, Belpre II, LLC, Belpre III, LLC, Belpre IV, LLC, Belpre V, LLC or other similarly organized entity, but further provided that such related party or parties shall accept such assignment and/or conveyance subject to this Agreement and Lease and its terms and conditions, including this Section 15 and Tenant's aforesaid right. Further provided that the terms of this Section 15 shall not apply to a collateral assignment of this Agreement and Lease to a lender or lenders of Landlord or any such related party or parties.

DEFAULT; DAMAGES AND OTHER REMEDIES

Section 16: In addition to the other remedies provided herein, (i) If proceedings are commenced against Tenant in any court under a bankruptcy or similar act or for the appointment of a Trustee or Receiver of Tenant's property either before or after commencement of the lease term, or (ii) if the rent or any other payments due from Tenant under this Agreement and Lease, or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days after agreed due date per this Agreement and Lease, or (iii) if there shall be default in the performance of any other covenant or condition herein contained on the part of Tenant for more than 30 days after written notice of such default by Landlord, then Landlord may pursue and recover any and all remedies and damages for any and all manner of actions, causes of action, suits, debts, dues, accounts, covenants, agreements, judgments, damages, claims, liabilities, and demands of any kind or nature whatsoever, at law or in equity, whether then known or unknown, or suspected or unsuspected, arising out of or in any way relating to such default, together with Landlord's fees and costs, including reasonable attorney fees, incurred by Landlord in enforcing its remedies hereunder, and/or Tenant's rights, including, but not limited to, its right to possession pursuant to this Agreement and Lease, at Landlord's option and sole discretion, shall thereupon cease, and Landlord shall have the right to reenter or repossess the premises and to dispossess and remove therefrom the Tenant or other occupants thereof, and its effects, and Landlord may, at its option, relet the Demised Premises as the agent of Tenant, and Tenant shall pay to Landlord (i) the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of reentry or repossession, and the lesser amount, if any, received or to be received under such reletting for such portion of the term, and (ii) Landlord's reasonable and necessary costs expended to prepare the Demised Premises for reletting. Tenant hereby expressly waives service of notice of intention to reenter or of instituting legal proceedings to that end.

RENEWAL OPTION

Section 17: Provided it is not in default hereunder, Tenant shall have the option to renew this Agreement and Lease for three (3) five (5) year terms by written notice to Landlord, given at least 180 days prior to the end of the initial term or existing renewal term, each upon the same terms and conditions herein set forth, except that Landlord may modify the Base Rent for each of any successive renewal terms by an increase for each such renewal term not to exceed 10% of the amount and rate of Base Rent in effect upon the expiration of the immediately preceding five (5) year period or term of this Agreement and Lease. Except as expressly otherwise indicated, reference herein to the term of this Agreement and Lease shall include reference to any renewal term hereof.

ALTERATION

Section 18: Tenant shall make no alteration to the Demised Premises without prior written consent of Landlord.

LIENS

Section 19: Tenant shall not permit mechanics' liens to be filed against the fee of the Demised Premises or against Tenant's leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's liens shall at any time be filed against the Demised Premises based on any act or failure to act on the part of Tenant and Tenant shall fail to remove the same within thirty (30) days thereafter, such failure shall constitute a default under the provisions of this Agreement and Lease. Notwithstanding the foregoing, Tenant shall have the right, at its own expense and after prior written notice to Landlord, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if Landlord shall notify Tenant that, in the reasonable opinion of counsel, by nonpayment of any such items the Demised Premises will be subject to imminent loss or forfeiture, Tenant shall promptly cause such lien to be discharged of record.

ACCESS TO PREMISES

Section 20: Landlord and its representatives shall have the right to enter the Demised Premises during Tenant's normal business hours, upon reasonable advance notice, which notice shall not be required in the case of an emergency, in order to inspect the same, or to make repairs and to maintain the Demised Premises if required by the terms hereof.

LANDLORD COVENANTS

Section 21: Landlord covenants and warrants that Landlord has good title to the Demised Premises and authority to make this Agreement and Lease; that Tenant, upon paying the rent and keeping and performing the covenants and conditions of this Agreement and Lease on Tenant's part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy the Demised Premises during the full term of the Lease without hindrance by Landlord or by any person whatsoever.

LEASE SUBORDINATE TO ENCUMBRANCES

Section 22: This Agreement and Lease is subject and subordinate to any mortgages or deeds of trust now on or hereafter placed against the Demised Premises and to advances made or that may be made on account of such encumbrances, to the full extent of the principal sums secured thereby and interest thereon; provided, however, that in the event of default by Landlord upon any note secured by such mortgage or trust deed, the holder thereof shall be required to notify the Tenant of the same forthwith or lose the benefit of this provision. In the event Landlord fails to make any payment on account of principal or interest on any mortgage or deed of trust note affecting the Demised Premises, Tenant shall, upon written notice to Landlord, have the right to pay the rent accruing under this Agreement and Lease directly to the holder of such mortgage or deed of trust note and to deduct any sum so paid from subsequent installments of rent due hereunder.

NOTICE AND REASONABLE CONSENT

Section 23: All notices and statements required or permitted under this Agreement and Lease shall be in writing, delivered by registered or certified mail, postage prepaid, addressed as follows:

As to Landlord:	Minnite Family, LLC 1000 Grand Central Mall Vienna, WV 26105
-----------------	--

As to Tenant:

Marietta Memorial Hospital
401 Matthew Street
Marietta, OH 45750

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to it shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed, or upon the date of such email transmission reflected thereon.

SEVERABILITY

Section 24: In the event that any provision of this Agreement and Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

BINDING EFFECT

Section 25: The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

AMENDMENT

Section 26: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RESTRICTIONS ON USE

Section 27: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

LANDLORD RESTRICTIONS; LANDLORD'S RESPONSIBILITY

Section 28: With the exception of: *i)* tenants leasing at, and services already being conducted on, the Development Site on December 1st, 2010 and *ii)* those services specified below as Noncompetitive Health Services, Landlord agrees that during the term of this Agreement and Lease, Landlord shall not without the express written consent of Tenant: a) lease to any other prospective tenant intending to provide the same or similar services as Tenant at the Development Site; or b) allow any other tenant to conduct the same or similar services as Tenant at the Development Site. Landlord shall immediately notify Tenant of any other third party attempt to initiate discussions, solicit or negotiate with Landlord concerning the same or similar activities excluded by this Section 28. Landlord acknowledges and agrees that a breach or violation of this Section 28 will have an irreparable, material and adverse effect upon Tenant and that damages arising from any such breach or violation may be difficult to ascertain. However, in the event of a breach of this Section 28, Tenant may pursue actions and damages in law or equity available to Tenant.

The Development Site shall consist of all of the property owned by Landlord and Belpre I, LLC, Belpre II, LLC, Belpre III, LLC and Belpre IV, LLC, reflected on that certain plat attached hereto and made a part hereof as "Exhibit D," but specifically excluding the tract of 5.972 acres owned by 601 Plaza L.L.C., and reflected on Exhibit D.

Noncompetitive Health Services: 1) Dentists; 2) oral surgeons; 3) chiropractors; 4) massage therapists; 5) mental health practitioners (including psychologists, but excluding psychiatrists); 6) home nursing offices; 7) dialysis clinics; 8) retail pharmacy; 9) durable medical equipment providers (including prosthetic and orthotic providers).

Landlord represents and warrants to Tenant that Landlord has not introduced and will not do anything to introduce, onto the Demised Premises from without the Demised Premises, any toxic or hazardous materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or extraction procedure toxicity or substances or materials which are listed on any of the Environmental Protection Agency's list of hazardous wastes, 42 U.S.C. Section 9601, et seq., 49 U.S.C. Sections 1801, et seq., 42 U.S.C. Section 6901, et seq., as the same may be amended from time to time ("Hazardous Materials").

SIGNS

Section 29: Tenant may, at its expense, install their company's standard sign on any existing monument sign, pole sign, or face mounted sign at the Demised Premises. Tenant shall submit to Landlord plans and specifications for such signs. All signs and installation must be approved by Landlord. Such approval shall not be unreasonably withheld. Tenant shall be responsible for all maintenance and upkeep of the signs. All additional signs (i.e. portable signs, banners, etc.) must be approved by the Landlord. Any signs permanently attached to the building are considered leasehold improvements and will remain with the Demised Premises after the end of the Lease.

SUBORDINATION

Section 30: Following the execution of this Agreement and Lease, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement from Landlord's existing lender or lenders, if any, by which such lender or lenders agree not to disturb Tenant's possession of the Demised Premises so long as Tenant is not in material default of the terms of this Agreement and Lease beyond any applicable cure period at the time if such lender or lenders foreclose on the Demised Premises. Tenant agrees to execute and deliver to Landlord any instruments that may be necessary or proper to subordinate this Agreement and Lease. Additionally, both Landlord and Tenant shall execute and deliver to any lender or lenders or the other party hereto such estoppel certificates as may be reasonably requested by such lender or lenders or other party.

GROUND LEASE; CONVEYANCES

Section 31: Belpre I shall lease or convey unto Landlord, and Landlord shall lease or purchase from Belpre I, a portion of the real estate owned by Belpre I referenced in Section 1 hereof sufficient to accommodate the portions of the Building, parking lots and sidewalks to be included in the Demised Premises and situate on said real estate of Belpre I. In the event said transaction shall be in the form of a lease, such lease shall be for the period of time this Agreement and Lease shall remain in effect, and shall include the grant to Landlord of such easements, rights of way and other rights as reasonably necessary for the purposes of this Agreement and Lease, including, but not limited to, demolition, construction, occupation and operation of the Demised Premises pursuant hereto, and such transaction shall otherwise be upon such terms and conditions as Landlord and Belpre I shall agree, and shall be subject to the terms and conditions hereof. Belpre IV shall convey unto Landlord, and Landlord shall purchase from Belpre IV, the aforesaid tract of 0.5128 acres described on Exhibit E and shown on Exhibit F, together with such easements, rights or way and other rights as reasonably necessary for the purposes of this Agreement and Lease, subject to the terms and conditions hereof and otherwise upon such terms and conditions as Landlord and Belpre IV shall agree.

LEASE EXTENSION

Section 32: The initial term (“Original Initial Term”) of the lease currently in effect between Belpre I and Tenant (“Belpre I Lease”) shall be extended to a date fifteen (15) years from and after the Commencement Date of the fifteen (15) year initial term of this Agreement and Lease (“Extended Initial Term”) and the Belpre I Lease is amended accordingly. Provided that on said Commencement Date and on the fifth (5th) and tenth (10th) year anniversaries of said Commencement Date (“Adjustment Dates”) all Base Rent for the Extended Initial Term under the Belpre I Lease for all purposes may be modified by Belpre I or its successors or assigns, not to exceed an increase of ten (10%) percent of the amount and rate of such Base Rent in effect upon each such Adjustment Date, and the Belpre I Lease is amended accordingly. Further provided, that all other terms and conditions of the Belpre I Lease, including the Renewal Options, which shall commence upon the expiration of the Extended Initial Term, subject to all terms and conditions thereof, shall remain in full force and effect.

MISCELLANEOUS

Section 33: a. Each party shall bear their own costs and fees incurred for the negotiation and preparation of this Agreement and Lease, and none of the parties shall be considered to be the drafter of this Agreement and Lease, or any provision hereof, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

b. Except as herein otherwise provided, this Agreement and Lease contains the entire agreement by and between the undersigned. No promises, representations, understandings or other warranties have been made by any party respecting the subject matter hereof, other than those expressly set forth herein. The parties further state that they have carefully read this Agreement and Lease, know the contents of it, and sign the same as their own free, willing and voluntary act, both individually and on behalf of the entities they represent as set forth below.

c. The execution, acknowledgment and delivery of this Agreement and Lease by the parties, and the performance of the terms, covenants, conditions and obligations under this Agreement and Lease, including, but not limited to, the preparation, execution and delivery of such documents as required by or pursuant to this Agreement and Lease, and the doing of all things necessary to consummate the transactions herein provided, have been duly authorized or ratified, approved and confirmed, as the case may be, by all necessary action of the parties, whether by the board of directors, the shareholders, members or otherwise, and the parties each represent and warrant that each of the officers executing and delivering this Agreement and Lease does so with full and complete authority to do so for and on behalf of the respective parties, and there is attached hereto as Exhibit E certificates of resolution of each party evidencing such due authorization, ratification, approval and confirmation, the form and substance of which have been approved by counsel for the other respective party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Lease this _____ day of _____, 2018.

LANDLORD:

Minnite Family, LLC

By: _____
/s/ Pat Minnite, Jr.
Pat Minnite, Jr.
Its: Manager

By: _____
/s/ Karmyn M. Conley
Karmyn M. Conley
Its: Manager

By: _____
/s/ Pat Minnite, III
Pat Minnite, III
Its: Manager

By: _____
/s/ Jason R. Minnite
Jason R. Minnite
Its: Manager

BELPRE I, LLC

By: MINNITE FAMILY, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.
Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley
Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III
Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite
Its: Manager

BELPRE IV, LLC

By: MINNITE FAMILY, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.
Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley
Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III
Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite
Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

By: /s/ Scott Cantley
Scott Cantley
Its: President and CEO

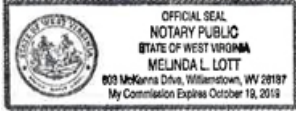
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, to-wit:

The foregoing instrument was acknowledged before me this 25th day of January, 2018, by Pat Minnite, Jr., Manager of Minnite Family, LLC, a West Virginia limited liability company, as and for the act and deed of said West Virginia limited liability company.

My commission expires:

10-19-19



/s/ Melinda L. Lott
Notary Public

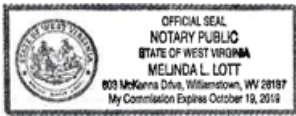
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, to-wit:

The foregoing instrument was acknowledged before me this, 25th day of January, 2018, by Karmyn M. Conley, Manager of Minnite Family, LLC, a West Virginia limited liability company, as and for the act and deed of said West Virginia limited liability company.

My commission expires:

10-19-19



/s/ Melinda L. Lott
Notary Public

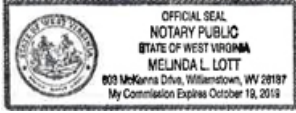
STATE OF WEST VIRGINIA,

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My commission expires:

10-19-19



/s/ Melinda L. Lott
Notary Public

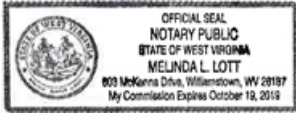
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, to-wit:

The foregoing instrument was acknowledged before me this 25th day of January, 2018, by Jason R. Minnite, Manager of Minnite Family, LLC, a West Virginia limited liability company, as and for the act and deed of said West Virginia limited liability company.

My commission expires:

10-19-19



/s/ Melinda L. Lott
Notary Public

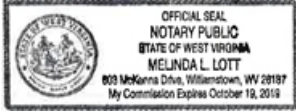
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 25th day of January, 2018, by Pat Minnite, Jr., Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

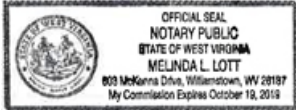
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 25th day of January, 2018, by Karmyn M. Conley, Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

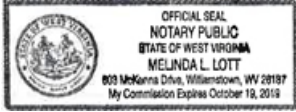
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COUNTY OF WOOD, TO-WIT:

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My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

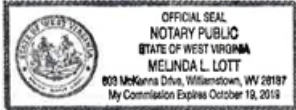
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

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My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

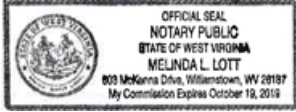
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

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My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

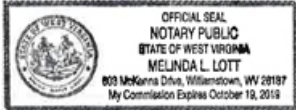
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

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My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

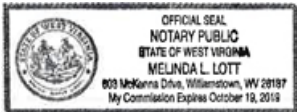
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

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My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

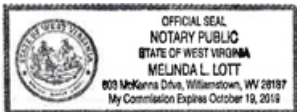
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 25th day of January 2018, by Jason R. Minnite, Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires:

10-19-19



/s/ Melinda L. Lott

Notary Public

STATE OF OHIO

COUNTY OF WASHINGTON, TO WIT:

The foregoing instrument was acknowledged before me this 29th day of January, 2018, by Scott Cantley, President and CEO of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

My commission expires:

June 9, 2021

/s/ Deborah K Beaver

Notary Public



DEBORAH K BEAVER
Notary Public - State of Ohio
My commission Expires
June 9, 2021

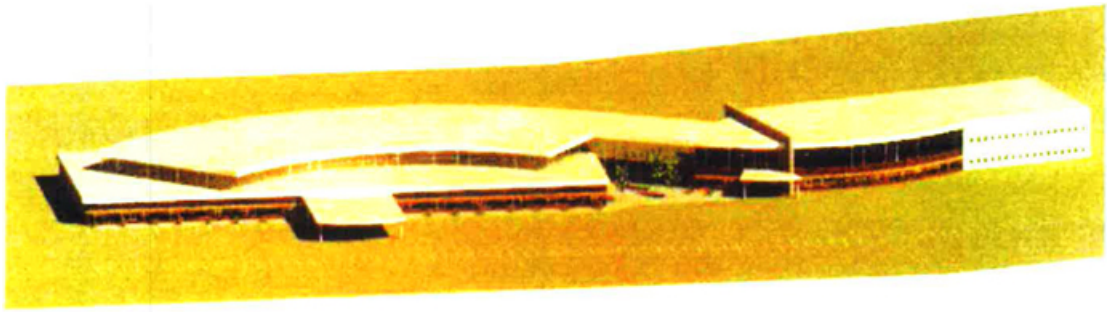


EXHIBIT A



EXHIBIT A



EXHIBIT A



EXHIBIT A



EXHIBIT A

EXHIBIT B

**DEVELOPMENT BUDGET FOR BUILDING V
MARIETTA MEMORIAL CAMPUS
80,000 sq. ft.**

Section I - Marietta Memorial Budget

1 Marietta Memorial Budget (typical of 799 Farson)	\$	39,250,000
- 5% reduction in budget	\$	1,962,500
	\$	<u>37,287,500</u>

Section II - PM Company Budget (inflation and overages of 799 Farson)

1 Relocation Cost (relocation, professional, demo)	\$	505,000
2 Site Work (180,000 sq. ft. @ \$2.50)	\$	450,000
3 Foundation reinforcement	\$	400,000
4 Storm Retention & Design	\$	232,000
5 Land 4.6 acres @\$125,000/acre	\$	<u>575,000</u>
Total PM Company budget	\$	2,162,000
TOTAL CONSTRUCTION BUDGET - Sections I-II	\$	<u>39,449,500</u>

The Belpre V construction will be consistent with the type of construction that was used on the Belpre I and Belpre IV buildings

Base Rent Calculation

Construction Budget	\$39,449,500.00	
Base Rent @ 10%	\$3,944,950.00	Year
	\$328,745.83	Month
	\$49.31	sq. ft.

EXHIBIT B

MARIETTA MEMORIAL HOSPITAL

PRELIMINARY ESTIMATE OF CONSTRUCTION COST - STRECKER CANCER CENTER, BELPRE CAMPUS

General Conditions	\$ 2,283,750.00
Footings and Foundations	\$ 1,587,000.00
Concrete	\$ 1,720,000.00
Structural and Light-guage Framing	\$ 4,710,000.00
Glass and Glazing	\$ 1,570,000.00
Carpentry	\$ 3,698,000.00
Elevators (Including Shafts)	\$ 1,875,000.00
Automatic Fire Suppression System	\$ 507,000.00
Exterior Finishes	\$ 2,138,000.00
Doors, Frames, and Hardware	\$ 920,000.00
Floor Finishes	\$ 1,160,000.00
Suspended Acoustical Ceilings	\$ 682,400.00
Drywall Ceilings	\$ 128,430.00
Miscellaneous Specialties	\$ 588,420.00
Specialty Finishes	\$ 634,800.00
Painting	\$ 624,200.00
Exterior Landscaping and Gardens	\$ 450,000.00
Concrete Vault Specialty Finishes (Separate from Vault and Interior Construction)	\$ 300,000.00
Mechanical, Electrical, and Plumbing	\$ 13,673,000.00
FINAL PRELIMINARY ESTIMATE OF CONSTRUCTION COST:	\$ 39,250,000.00

EXHIBIT C

EXTRA ITEMS NOT INCLUDED IN CONSTRUCTION BUDGET

1. Appliances, equipment, and furniture
2. Telephone system and wiring
3. Computer system and wiring
4. Communication system and wiring
5. Security system and wiring
6. Medical equipment
7. Any supports or structure changes to hang equipment, lighting, or other items
8. Automatic door openers other than standard openings specified on the drawings
9. Card swipes other than standard openings specified on the drawings
10. Additional electric, plumbing, and HVAC that is not specified on the drawings
11. Exterior/Interior signage
12. Vaults and Finishes

OPTION 1:

Marietta Memorial is responsible for financing and overseeing the construction of the vaults, which are budgeted at \$4,254,855.00

OPTION 2:

PM Construction will finance and construct the vaults and the cost will be treated as a change order and added to the base rent with a 10% profit and overhead mark up

EXHIBIT D

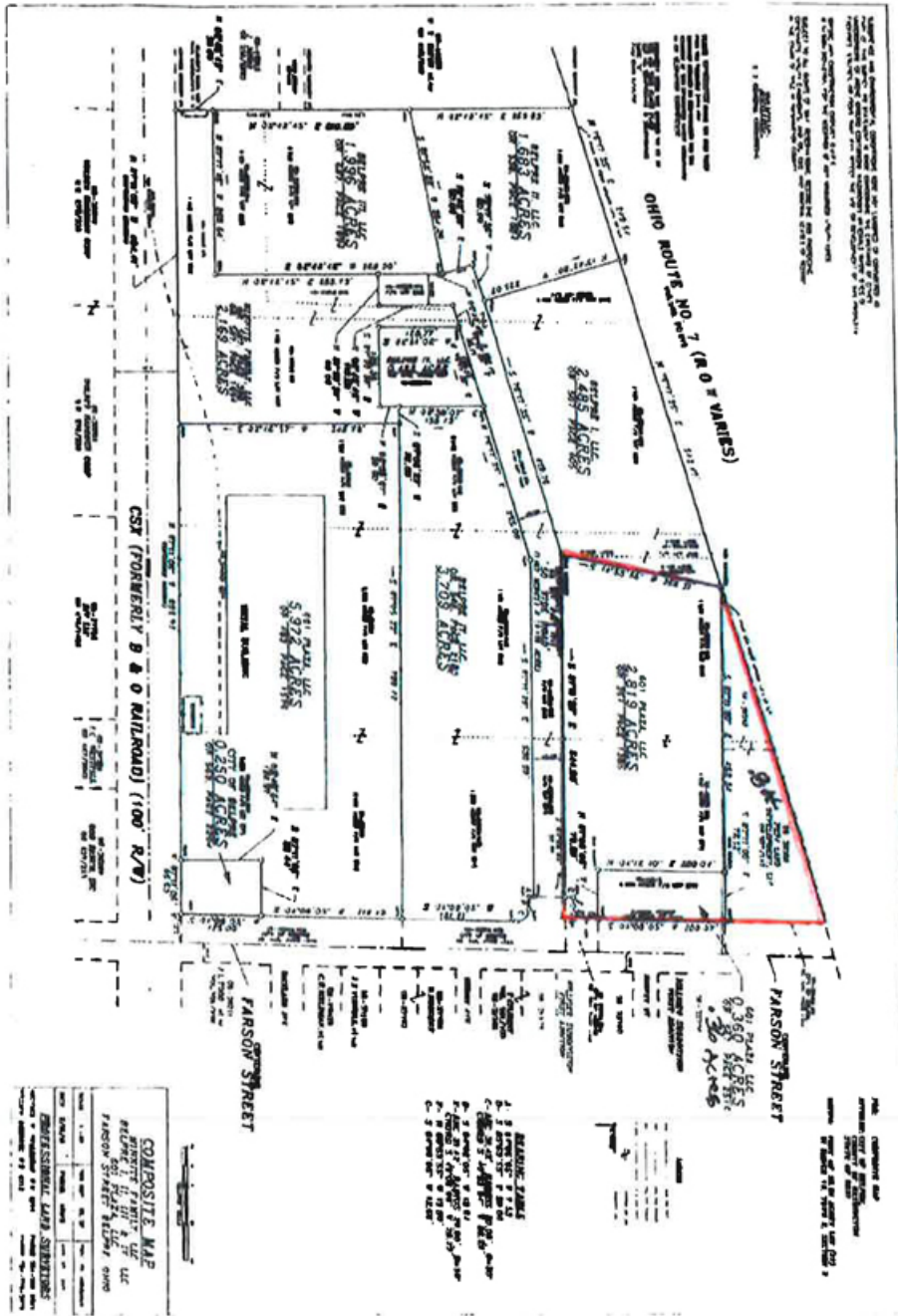


EXHIBIT E

395 Springside Drive, Suite 202
Akron, OH 44333
330.665.0660
www.cesoinc.com



June 9, 2017

Legal Description
0.5128 acres
Project No. 754115

Situated in the City of Belpre, Belpre Township (T2N, R10W), Washington County, State of Ohio and being part of Sections 2 and 38.36 Acre Lots 28 and 29 and part of a parcel conveyed to Belpre IV, LLC by deed recorded in OR Vol. 507, Page 398 of the Washington County Recorder's records and being further bounded and described as follows:

Commencing at a 5/8" iron pin found at the intersection of westerly right-of-way line of Farson Street (width varies) and the north line of CSX Railroad (formerly B & O Railroad);

thence **North 87°44'06"** West, a distance of **781.55 feet** along the north line of CSX Railroad, referenced by a 5/8" iron pin found North 25°59' 40" East, 0.29 feet;

thence **North 02°14'04"** East, a distance of **345.72 feet** to the south line of said Belpre IV, LLC parcel and a 5/8" rebar set with cap marked "CESO";

thence **North 87°38'23"** West, along the south line of said Belpre IV, LLC parcel, a distance of **26.50 feet** to the southwest corner thereof;

thence **North 02°12'02"** East, along the west line of said Belpre IV, LLC parcel, a distance of **135.43 feet** to the northwest corner thereof and a 5/8" iron pin found;

thence **North 75°42'34"** East, along the northerly line of said Belpre IV, LLC parcel, a distance of **20.86 feet** to the TRUE PLACE OF BEGINNING and a 5/8" rebar set with cap marked "CESO";

thence continue **North 75°42'34"** East along said line, a distance of **234.23 feet** to a deflection therein and a 5/8" rebar set with cap marked "CESO";

thence **South 87°41'30"** East, continuing along the north line of said Belpre IV, LLC parcel, a distance of **53.50 feet** to a 5/8" rebar set with cap marked "CESO";

thence **South 02°16'30"** West, a distance of **74.50 feet** to a drill hole set;

thence **North 87°38'23"** West, a distance of **134.50 feet** to a drill hole set;

thence **South 02°16'30"** West, a distance of **64.00 feet** to a drill hole set;

thence **North 87°38'23"** West, a distance of **143.42 feet** to a 5/8" rebar set with cap marked "CESO";

thence **North Q2°12'02"** East, a distance of **71.30 feet** to the **TRUE PLACE OF BEGINNING** and containing **0.5128 acres** (0.3536 acres in Parcel #080030512003 and 0.1592 acres in Parcel #080030516005), more or less as surveyed and described by Siteven W. Clutter, PS-7655 for and on behalf of CESO, Inc. In June 2017.

Basis of Bearings for this description is NAD 83 (2011), OHIO SOUTH.

/s/ Steven W. Clutter
Steven W. Clutter, P.S.-7655



THIS LEASE, Made and entered into by and between Belpre I, LLC, a West Virginia limited liability company, (hereinafter “Landlord”), and Marietta Memorial Hospital, an Ohio non profit corporation, (hereinafter “Tenant”).

WITNESSETH: That for and in consideration of the mutual terms, covenants, provisions and conditions herein set forth, Landlord does hereby lease to Tenant, and Tenant does hereby hire and rent from Landlord those certain premises, hereinafter referred to as the “Demised Premises,” as follows:

DEMISED PREMISES

Section 1: The Demised Premises shall consist of and are described as the gross building area of 25,000 square feet, pursuant to the project design of PM Construction, Inc., dba PM Construction of WV, Inc., of the building (“Building”), to be located in the Health Bridge Medical Park, with the mailing address of 805 Farson Street, Belpre, Ohio 45714, together with the real estate upon which the Building shall be located, including parking lots and sidewalks thereon, all as shown on the plats and floor plans included in the plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A, being a part of the same real estate conveyed to Landlord by Minnite Family, LLC, a West Virginia limited liability company, by General Warranty Deed dated _____, 2012, recorded in the Washington County, Ohio Recorder’s Office in Official Record _____, at Page _____.

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the term hereof, including any and all renewal terms, subject to the terms, conditions and limitations herein contained, as a free standing out patient health center, and for such uses reasonably related and incidental thereto.

INITIAL TERM

Section 3: The initial term of this Lease shall be for a period of Fifteen (15) years, commencing on July 31, 2013, and ending on July 30, 2028, subject, however, to the rentals, terms and conditions hereinafter set forth. Provided, that any period of delay occurring pursuant to the provisions of Section 4 hereof shall result in an extension of such initial term for the period of such delay in accordance with and governed by the provisions of said Section 4 and the other terms and conditions hereof. For example, if such period of delay is for a period of three (3) months, the initial term hereof shall extend to and end on October 30, 2028.

BASE RENT

Section 4: Commencing July 31, 2013, Tenant shall pay Base Rent in an annual amount of \$22.50 per square foot for the 25,000 square foot gross building area of the Building for each year of the first five (5) years of the initial term of this Lease. Provided, that in the event Tenant notifies Landlord in writing on or before November 1, 2012, of Tenant's intent to delay the commencement of the term of the Lease, Landlord shall complete the shell of the Building and delay the remainder of the construction of the Building until notified by Tenant in writing to recommence construction in accordance with the plans and specifications described herein or until a date six (6) months from and after the date of receipt of such first notice, whichever event first occurs, whereupon Landlord shall recommence construction in accordance with said plans and specifications. Further provided, that in the event of such delay, Landlord's obligation to provide Tenant with a complete turnkey project to permit occupancy by Tenant by July 31, 2013 shall be extended by the period of said delay. Further provided, that in the event of such delay, Tenant shall pay Base Rent in an annual amount of \$13.00 per square foot for the entire 25,000 square foot gross building area of the Building commencing July 31, 2013 and continuing until notified in writing by Landlord that the Building is completed for occupancy in accordance with the terms hereof. Thereafter, Tenant shall pay Base Rent in an annual amount of \$22.50 per square foot for the entire 25,000 square foot gross building area of the Building from and after the date of being so notified by Landlord, and thereafter during each year of the next five (5) years of the initial term of this Lease from and after Landlord's aforesaid notification. During each year of the five (5) year period immediately following the five (5) year period beginning with said notification by Landlord, Tenant shall pay Base Rent in an annual amount of \$23.50 per square foot for the entire 25,000 square foot gross building area of the Building. During each year of the last five (5) year period of the initial term of this Lease, Tenant shall pay Base Rent in an annual amount of \$24.50 per square foot for the entire 25,000 square foot gross building area of the Building. Provided further, that in the event the cost of construction pursuant to change orders required by Section 5 hereof, or the aforesaid delay in the event of the same, exceeds the total project cost reflected on Exhibit B hereto, such Base Rent shall be increased for each year of said fifteen (15) year period during the initial term of this Lease commencing on the date of said notification by Landlord by an amount equal to ten (10%) per cent of the increase in such cost of construction in excess of the total project cost. For example, in the event such increased cost of construction equals \$500,000.00, the annual rent per square foot shall increase by \$2.00 per square foot ($\$50,000.00 \div 25,000 = \2.00) for such initial term over and above the amounts provided above, resulting in a Base Rent of \$24.50 per square foot during the first of the aforesaid five (5) year periods, \$25.50 per square foot during the second of the aforesaid five (5) year periods, and \$26.50 per square foot during the third of the aforesaid five (5) year periods during said initial term.

Such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the last day of each calendar month, being the first day of each lease month hereunder, during the term hereof. The first month's rent is due and payable to Landlord July 31, 2013, and all required rental payments shall be made to Belpre I, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address. Provided, that in the event of delay as provided above result in Landlord's notification of the availability of the Building for occupancy being given during a lease month based upon the commencement date of this Lease, the day of the month of such notification shall constitute the first day of the lease months for the remainder of the term or terms of this Lease and the monthly installments of the Base Rent hereunder shall be due and payable on said same day of each calendar month during such term or terms. The difference in the increased Base Rent for the remainder of said month during which said notification is given, in accordance with the above stated terms, and the Base Rent previously paid for said month based upon an annual rate of \$13.00 per square foot shall be calculated and paid together with the pro rata portion of the Base Rent for the remaining portion of such first lease month.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 5: Landlord shall construct on the Demised Premises the Building, parking lots and sidewalks for the use and occupancy of Tenant, such Building, parking lots and sidewalks to be constructed and provided to Tenant as a complete turnkey project in accordance with the project design of the said PM Construction, Inc., in accordance with the total project cost and schedule of responsibilities of each of the parties marked as Exhibit B and attached to and made a part of this Lease and in accordance with Exhibit A. Tenant shall provide and construct at its cost the special buildout items described on Exhibit C attached to and made a part of this Lease.

The final plans and specifications for such construction shall provide for and permit construction of the Building, parking lots and sidewalks in strict accordance with the total project cost reflected on Exhibit B and are to be approved by both Tenant and Landlord not more than thirty (30) days after receipt by both parties. Provided, that Landlord may make minor changes in material and construction detail described in such plans and specifications, provided the quality, design and appearance of the Building and building materials are not materially altered. Construction shall be commenced as soon as practicable after the execution of this Lease, and Landlord and Tenant shall cause construction to be completed to permit occupancy by Tenant for the purposes of this Lease on July 31, 2013, except as herein provided or unless delayed by causes beyond the control of Landlord or Tenant. Any construction or alteration or modification resulting in any change in the total project cost reflected on Exhibit B shall be approved by both Landlord and Tenant and shall be documented by written change order signed by both such parties, and any increase in costs of construction over and above those numerated in the total project cost reflected on Exhibit B shall result in the increase in Base Rent as provided in Section 4 above.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

EXTERIOR MAINTENANCE

Section 6: Except as expressly otherwise provided herein, Tenant shall maintain and keep the exterior of the Demised Premises in good order and repair including, but not limited to, the roof, walls, gutters, downspouts, canopies, exterior doors, supply lines for gas, electric, and water, drainage and sewer lines, entrances and exits, sidewalks and parking areas, including cleaning and maintaining sidewalks and parking areas, including, but not limited to snow and ice removal, landscaping, and providing trash removal. Landlord shall make all structural repairs to the Building and all interior repairs, by reason of any exterior or structural defect, including but not limited to, leaks, broken pipes and falling plaster.

COMMON AREAS

Section 7: In connection with this Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises in the Development Site, as hereinafter defined, using the access ways, in monthly installments to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

INTERIOR MAINTENANCE

Section 8: Except as expressly otherwise provided herein, Tenant will maintain the interior of the Building on the Demised Premises in good order and repair, reasonable and ordinary wear and tear excepted, and all interior repairs and maintenance, including, but not limited to, the HVAC system and utility fixtures, are to be the responsibility of Tenant.

UTILITIES AND SERVICES

Section 9: Tenant shall be responsible for the payment of all utility services rendered to the Demised Premises for the Tenant's use including but not limited to water and sewer, gas, and electric.

TAXES

Section 10: The payment of all taxes and assessments levied or assessed against the real estate of which the Demised Premises are a part, shall be the responsibility of Landlord and/or other owners thereof. However, Tenant shall reimburse Landlord for its prorata share of the actual costs of the gross taxes and assessments based upon the percentage which the appraised value of the real estate and improvements constituting the Demised Premises constitutes of the appraised value of all real estate and improvements assessed together with the Demised Premises. Upon the taxes and assessments being levied and assessed against the Demised Premises separately, Tenant shall reimburse Landlord the actual costs of such separately levied and assessed gross taxes and assessments. In any event, such charges shall be budgeted and billed in advance annually by Landlord, shall be payable in monthly installments to be paid with Tenant's payments of Base Rent and shall be subject to an annual adjustment based upon the actual costs of such taxes and assessments for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below the amount billed by Landlord therefor, at the end of each fiscal year ending December 31 for which such costs were so budgeted and billed. Tenant shall pay any personal property taxes which may be levied against its property subject thereto.

INSURANCE; INDEMNIFICATION

Section 11: Throughout the term of this Lease Tenant will maintain in effect fire, extended coverage and special perils property insurance for the full insurable replacement value of the Demised Premises, as determined, and as determined from time to time throughout the term of this Lease, by the underwriter for Tenant's insurer. Tenant shall name Landlord and any mortgagee as additional insureds under said policy. In case of fire, extended coverage or special perils casualty, the proceeds of such insurance shall be first applied to the repair of any damage and the surplus paid to Landlord.

Tenant shall procure and maintain during the Term of this Lease a policy of commercial general liability insurance having a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00), covering "occurrences" arising from or related to the use and occupancy of the Demised Premises by Tenant and its patients, employees, agents, contractors, guests and invitees, further insuring Tenant's indemnification obligation hereunder, and naming Landlord and any mortgagee as additional insureds. At the end of each five (5) year period or term of this Lease, as the case may be, Tenant shall increase the amounts of such coverages of such liability insurance for the ensuing five (5) year period or term of this Lease, by an amount equal to the aggregate percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer, U.S. City Average, or any successor index ("CPI") over the immediately preceding five (5) year period. Provided, that in the event an aggregate percentage decrease occurs in the CPI during any such immediately preceding five (5) year period, no adjustment in said coverage amounts shall be made and the amounts of such coverages in effect during such immediately preceding five (5) year period shall remain in effect during the ensuing five (5) year period or term. Provided, however, that the requirement of such coverage and the limits thereof as herein provided, do not limit or define Tenant's obligation to indemnify Landlord hereunder nor limit the extent or amount of such obligation.

In addition, Tenant shall maintain Professional Liability Insurance with respect to its operations on the Demised Premises, with such insurance covering Tenant for all services rendered on the Premises. Tenant's Professional Liability Insurance shall provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, per policy year. Tenant shall also maintain Fire Legal Liability insurance in the amount of \$100,000. If and as permitted by the carriers for such coverages Tenant shall name Landlord and any mortgagee as additional insureds under said policies.

Tenant shall furnish to Landlord upon request a certificate of insurance issued by the insurance carrier of each of the aforesaid policies of insurance.

In the event Landlord obtains and carries income protection coverage pursuant to any policy or policies it maintains pertaining to the Demised Premises, Tenant shall reimburse Landlord the premium for such coverage, payable in monthly installments to be paid with Tenant's payments of Base Rent, the charges for which shall be budgeted, assessed and billed in advance annually by Landlord and shall be subject to an annual adjustment based upon the actual costs thereof for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed.

Tenant shall also be liable and responsible for any and all other insurance required for or by its use of and operation in and upon the Demised Premises, and Tenant may also carry insurance on the contents of the Demised Premises as it may desire.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against all liability, cost, expense, or damage (including, without limitation, attorneys fees) for bodily injury or property damage arising from: (i) the construction of the Demised Premises by Landlord, its contractors, agents or employees; or (ii) any defects in construction by Landlord, its contractors, agents or employees, or (iii) any failure by Landlord, its contractors, agents or employees to properly construct the Demised Premises in accordance with the approved project design of the said PM Construction, Inc. Tenant's review and approval of any plans, specifications, or any other documents shall not relieve Landlord from Landlord's obligations under the foregoing indemnification provision. Landlord shall procure and keep in effect from the execution date of this Lease until the completion of the Demised Premises, a Commercial General Liability insurance policy in the amount of Three Million Dollars (\$3,000,000.00) per occurrence, insuring all of Landlord's activities with respect to the Demised Premises, and a Builder's Risk Insurance policy insuring the Demised Premises for the full replacement cost of the Demised Premises until completion. Landlord shall name Tenant as an additional insured under the Builder's Risk Insurance policy and provide Tenant a certificate of such coverage upon request.

Notwithstanding the foregoing provision, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from Tenant's occupancy and/or use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the Demised Premises or the access ways to and from the Demised Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend Landlord at Tenant's expense by counsel approved in writing by Landlord, to the extent or in the event such defense is not provided by applicable insurance coverage.

Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Landlord or Landlord's agents, employees or contractors, and from and against any and all costs, reasonable attorneys' fees, expenses and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend Tenant at Landlord's expense by counsel approved in writing by Tenant, to the extent or in the event such defense is not provided by applicable insurance coverage.

DAMAGE OR DESTRUCTION OF BUILDING

Section 12: If the Demised Premises are damaged or destroyed by fire or other casualty during the term of this Lease, the rent herein reserved shall abate entirely in case the Demised Premises are, in the judgment of the Tenant, rendered untenable, and prorata in case a part only be untenable, until the Demised Premises or such part are restored to tenantable condition. If such damage or destruction is covered by the insurance provided for in Paragraph 11 above, the Landlord shall with due diligence, repair and restore the Demised Premises to good and tenantable condition. Provided however, that (a) if the destruction or damage amounts to more than 50% of the insurable replacement value of the Demised Premises determined as aforesaid, either Landlord or Tenant may cancel and terminate this Lease by giving written notice to the other party within 30 days after the date such damage or destruction occurs; (b) if the entire Demised Premises are, in the judgment of the Tenant, untenable, the term of this Lease shall be extended for a period equal to the time required for repair and restoration of the Demised Premises unless terminated under Subparagraph (a) of this Paragraph.

EMINENT DOMAIN

Section 13: In the event that any portion or all of the Demised Premises is taken pursuant to the exercise of any power of eminent domain, the proceeds of such taking shall be divided between Landlord and Tenant as their respective interests may appear.

ASSIGNMENT; RIGHT OF FIRST REFUSAL

Section 14: (a) Tenant may not assign this Lease or sublet the Demised Premises to any other person, partnership or corporation without written consent of Landlord, which consent shall not be unreasonably withheld.

(b) In the event Landlord exercises its right to assign this Lease, pursuant to a conveyance of the Demised Premises, Landlord shall give Tenant the privilege of purchasing the Demised Premises at the same purchase price and on the other terms of the offer to purchase made by the proposed assignee, provided Tenant is not in default hereunder at such time. This privilege shall be given by a notice sent to Tenant at the Demised Premises by certified mail, fax transmission or hand delivery, requiring Tenant to accept the offer in writing and to sign a contract within the period of thirty (30) days after the mailing or receipt of such notice to purchase the Demised Premises upon such terms. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall not affect this Lease, except to nullify and void the aforesaid privilege of Tenant, and Landlord shall be at liberty to sell the Demised Premises to any such proposed assignee thereafter. Provided, that in the event that Tenant does not exercise such right, but the transaction with such proposed assignee does not thereafter occur, then Tenant's privilege and right as herein described shall remain in effect for any and all subsequent proposed assignments in accordance with the aforesaid terms and conditions. Further provided, that the aforesaid right of Tenant shall not apply to any assignment of this Lease or conveyance of the Demised Premises to a party or parties related to Landlord, but further provided that such related party or parties shall accept such assignment and/or conveyance subject to this Lease and its terms and conditions, including this Section 14 and Tenant's aforesaid right. Further provided that the terms of this Section 14 shall not apply to a collateral assignment of this Lease to a lender or lenders of Landlord or any such related party or parties.

DEFAULT

Section 15: (a) If proceedings are commenced against Tenant in any court under a bankruptcy act or for the appointment of a Trustee or Receiver of Tenant's property either before or after commencement of the Lease term, or (b) if the rent or any other payments due from Tenant under this Lease, or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days after agreed due date per this Lease, or (c) if there shall be default in the performance of any other covenant or condition herein contained on the part of Tenant for more than 30 days after written notice of such default by Landlord, then Tenant's right to possession pursuant to this Lease, if Landlord so elects, shall thereupon cease, and Landlord shall have the right to reenter or repossess the premises by summary proceedings, surrender or otherwise, and to dispossess and remove therefrom the Tenant or other occupants thereof, and its effects, without being liable to prosecution therefore. In such case, Landlord may, at its option, relet the Demised Premises as the agent of Tenant, and Tenant shall pay to Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of reentry or repossession, and the lesser amount, if any, received or to be received under such reletting for such portion of the term, together with Landlord's fees and costs, including reasonable attorney fees, incurred by Landlord in enforcing its remedies hereunder and reletting the Demised Premises. Tenant hereby expressly waives service of notice of intention to reenter or of instituting legal proceedings to that end.

RENEWAL OPTION

Section 16: Provided it is not in default hereunder, Tenant shall have the option to renew this Lease for three (3) five (5) year terms by written notice to Landlord, given at least 180 days prior to the end of the existing term or renewal term, each upon the same terms and conditions herein set forth except that the Base Rent for each renewal term may be modified by Landlord, not to exceed an increase for each successive five (5) year term of 10% of the amount of Base Rent payable during the immediately preceding five (5) year period or term of this Lease. Except as expressly otherwise indicated, reference herein to the term of this Lease shall include reference to any renewal term hereof.

ALTERATION

Section 17: Tenant shall make no alteration to the Demised Premises without prior written consent of Landlord.

LIENS

Section 18: Tenant shall not permit mechanics' liens to be filed against the fee of the Demised Premises or against Tenant's leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's liens shall at any time be filed against the Demised Premises based on any act or failure to act on the part of Tenant and Tenant shall fail to remove the same within thirty (30) days thereafter, such failure shall constitute a default under the provisions of this Lease. Notwithstanding the foregoing, Tenant shall have the right, at its own expense and after prior written notice to Landlord, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if Landlord shall notify Tenant that, in the reasonable opinion of counsel, by nonpayment of any such items the Demised Premises will be subject to imminent loss or forfeiture, Tenant shall promptly cause such lien to be discharged of record.

ACCESS TO PREMISES

Section 19: Landlord and its representatives shall have the right to enter the Demised Premises during Tenant's normal business hours, upon reasonable advance notice, which notice shall not be required in the case of an emergency, in order to inspect the same, or to make repairs and to maintain the Demised Premises if required by the terms hereof.

LANDLORD COVENANTS

Section 20: Landlord covenants and warrants that Landlord has good title to the Demised Premises and authority to make this Lease; that Tenant, upon paying the rent and keeping and performing the covenants and conditions of this Lease on Tenant's part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy the Demised Premises during the full term of the Lease without hindrance by Landlord or by any person whatsoever.

LEASE SUBORDINATE TO ENCUMBRANCES

Section 21: This Lease is subject and subordinate to any mortgages or deeds of trust now on or hereafter placed against the Demised Premises and to advances made or that may be made on account of such encumbrances, to the full extent of the principal sums secured thereby and interest thereon; provided, however, that in the event of default by Landlord upon any note secured by such mortgage or trust deed, the holder thereof shall be required to notify the Tenant of the same forthwith or lose the benefit of this provision. In the event Landlord fails to make any payment on account of principal or interest on any mortgage or deed of trust note affecting the Demised Premises, Tenant shall, upon written notice to Landlord, have the right to pay the rent accruing under this Lease directly to the holder of such mortgage or deed of trust note and to deduct any sum so paid from subsequent installments of rent due hereunder.

NOTICE AND REASONABLE CONSENT

Section 22: All notices and statements required or permitted under this Lease shall be in writing, delivered by registered or certified mail, postage prepaid, addressed as follow:

As to Landlord:	Belpre III, LLC 1000 Grand Central Mall Vienna, WV 26105
As to Tenant:	Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to is shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed.

SEVERABILITY

Section 23: In the event that any provision of this Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

BINDING EFFECT

Section 24: The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

AMENDMENT

Section 25: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RESTRICTIONS ON USE

Section 26: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

Notwithstanding any other provision of this Lease, and without limitation to the foregoing provisions of this Section 26, Tenant shall not conduct or permit to be conducted upon the Demised Premises any CT scan procedures except pursuant to the existing agreement between Tenant and Health Bridge Imaging, Limited Liability Company ("Health Bridge"), a tenant on an adjacent tract, during the term of such agreement, and, for a period ending December 31, 2013. Tenant shall also not conduct or permit to be conducted upon the Demised Premises any MRI procedures except pursuant to the existing agreement by and between Tenant and Health Bridge, for the term of said agreement.

LANDLORD RESTRICTIONS; LANDLORD'S RESPONSIBILITY

Section 27: With the exception of: 1) tenants leasing at, and services already being conducted on, the Development Site on December 1st, 2010 and 2) those services specified below as Noncompetitive Health Services, Landlord agrees that during the term of this Lease, Landlord shall not without the express written consent of Tenant: a) lease to any other prospective tenant intending to provide the same or similar services as Tenant at the Development Site; or b) allow any other tenant to conduct the same or similar services as Tenant at the Development Site. Landlord shall immediately notify Tenant of any other third party attempt to initiate discussions, solicit or negotiate with Landlord concerning the same or similar activities excluded by this Section 27. Landlord acknowledges and agrees that a breach or violation of this Section 27 will have an irreparable, material and adverse effect upon Tenant and that damages arising from any such breach or violation may be difficult to ascertain. However, in the event of a breach of this Section 27, Tenant may pursue actions and damages in law or equity available to Tenant.

The Development Site shall consist of all of the property owned by Landlord and Minnite Family, LLC, and the 2.890 acre tract owned by 601 Plaza L.L.C. and currently leased to Health Bridge, all reflected on that certain plat attached hereto and made a part hereof as "Exhibit D," and specifically excluding the "Industrial Lot" of 6.578 acres.

Noncompetitive Health Services: 1) Dentists; 2) oral surgeons; 3) ophthalmologists and/or optometrists; 4) chiropractors; 5) massage therapists; 6) mental health practitioners (including psychologists and/or psychiatrists); 7) home nursing offices; 8) dialysis clinics; 9) physical therapy providers; 10) retail pharmacy; 11) durable medical equipment providers (including prosthetic and orthotic providers) and 12) podiatrists.

Landlord represents and warrants to Tenant that Landlord has not introduced and will not do anything to introduce, onto the Demised Premises from without the Demised Premises, any toxic or hazardous materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or extraction procedure toxicity or substances or materials which are listed on any of the Environmental Protection Agency's list of hazardous wastes, 42 U.S.C. Section 9601, et seq., 49 U.S.C. Sections 1801, et seq., 42 U.S.C. Section 6901, et seq., as the same may be amended from time to time ("Hazardous Materials").

SIGNS

Section 28: Tenant may, at its expense, install their company's standard sign on any existing monument sign, pole sign, or face mounted sign at the Demised Premises. Tenant shall submit to Landlord plans and specifications for such signs. All signs and installation must be approved by Landlord. Such approval shall not be unreasonably withheld. Tenant shall be responsible for all maintenance and upkeep of the signs. All additional signs (i.e. portable signs, banners, etc.) must be approved by the Landlord. Any signs permanently attached to the building are considered leasehold improvements and will remain with the Demised Premises after the end of the Lease.

SUBORDINATION

Section 29: Following the execution of this Lease, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement from Landlord's existing lender or lenders, if any, by which such lender or lenders agree not to disturb Tenant's possession of the Demised Premises so long as Tenant is not in material default of the terms of this Lease beyond any applicable cure period at the time if such lender or lenders foreclose on the Demised Premises. Tenant agrees to execute and deliver to Landlord any instruments that may be necessary or proper to subordinate this Lease. Additionally, both Landlord and Tenant shall execute and deliver to any lender or lenders or the other party hereto such estoppel certificates as may be reasonably requested by such lender or lenders or other party.

MISCELLANEOUS

Section 30: a. Each party shall bear their own costs and fees incurred for the negotiation and preparation of this Lease, and none of the parties shall be considered to be the drafter of this Lease, or any provision hereof, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

b. Except as herein otherwise provided, this Lease contains the entire agreement by and between the undersigned. No promises, representations, understandings or other warranties have been made by any party respecting the subject matter hereof, other than those expressly set forth herein. The parties further state that they have carefully read this Lease, know the contents of it, and sign the same as their own free, willing and voluntary act, both individually and on behalf of the entities they represent as set forth below.

c. The execution, acknowledgment and delivery of this Lease by the parties, and the performance of the terms, covenants, conditions and obligations under this Lease, including, but not limited to, the preparation, execution and delivery of such documents as required by or pursuant to this Lease, and the doing of all things necessary to consummate the transactions herein provided, have been duly authorized or ratified, approved and confirmed, as the case may be, by all necessary action of the parties, whether by the board of directors, the shareholders, members or otherwise, and the parties each represent and warrant that each of the officers executing and delivering this Lease does so with full and complete authority to do so for and on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 9th day of October 2012.

LANDLORD:

BELPRE I, LLC

By: Minnite Family, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.

Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley

Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III

Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite

Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

By: /s/ Scott Cantley
Scott Cantley

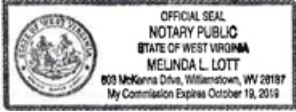
Its: President and CEO

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 8th day of October 2012 by Pat Minnite, Jr., the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



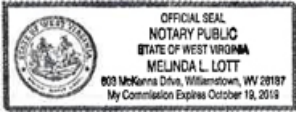
/s/ Melinda L. Lott
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 8th day of October 2012 by Karmyn M. Conley, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



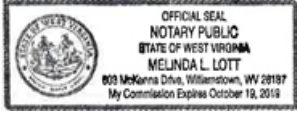
/s/ Melinda L. Lott
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 8th day of 2012 by Pat Minnite, III, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited, liability company.

My commission expires: 10-19-19



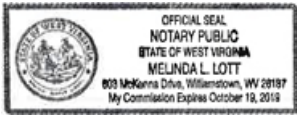
/s/ Melinda L. Lott
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 8th day of October 2012 by Jason R. Minnite, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre I, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



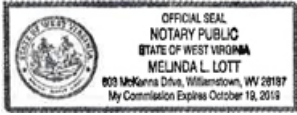
/s/ Melinda L. Lott
Notary Public

STATE OF WV

COUNTY OF WOOD, TO WIT:

The foregoing instrument was acknowledged before me this 9th day of October 2012, by Scott Cantley, President and CEO of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

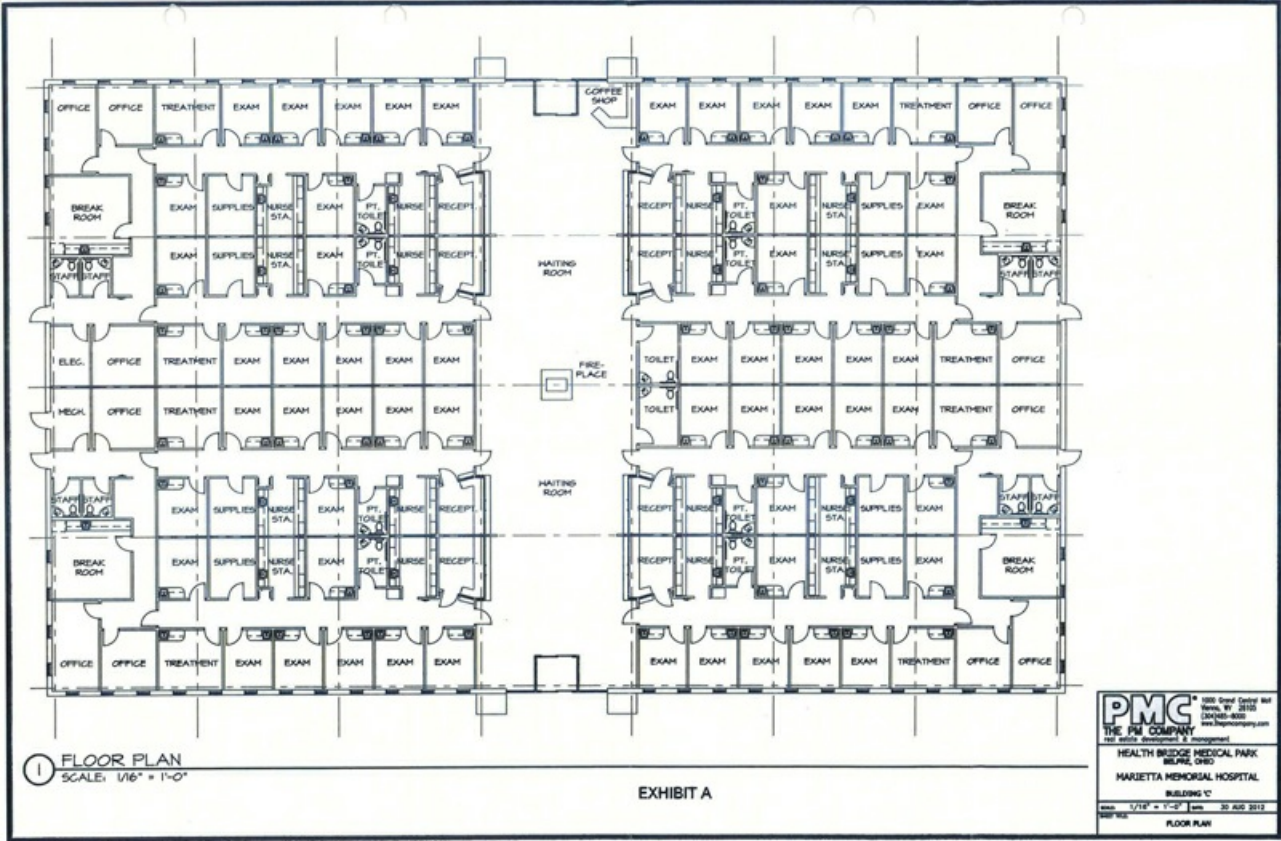
My commission expires: 10-19-19



/s/ Melinda L. Lott
Notary Public



EXHIBIT A



1 FLOOR PLAN
SCALE: 1/16" = 1'-0"

EXHIBIT A

PMC
THE PM COMPANY
100 Grand Central Mall
Irvine, CA 92614
(949) 451-4000
www.pmcgroup.com

HEALTH BRIDGE MEDICAL PARK
MARIETTA, OHIO

MARIETTA MEMORIAL HOSPITAL
BUILDING 1C
DATE: 1/18" = 1'-0" 30 AUG 2013
PROJECT: FLOOR PLAN

EXHIBIT B

I. Project Description

- A. A 25,000 sq. ft. one story building per attached floor plan and rendering design.
- B. Construction to be complete project (turnkey) building, parking lot, landscaping, and exterior lighting.
- C. All construction will be same quality and materials as used on first building.

II. Construction Budget (complete turnkey project)

Includes all:

- Designs
- Permits
- Construction
- Access roads
- Parking lot and lighting
- Landscaping
- Utility services

Total Construction Budget - \$6,000,000.00

EXHIBIT C

BUILD OUT ITEMS BY TENANT, IF REQUIRED

1. Appliances and equipment
 2. Telephone system and wiring
 3. Computer system and wiring
 4. Special exhaust and HVAC systems other than standard HVAC requirements to heat and cool Tenant's space
 5. Security system
 6. Special plumbing and electrical requirements for medical and diagnostic equipment
 7. Communication and nurse call systems and wiring
 8. Exam, room fixtures, and equipment
 9. All exterior and interior signage
-

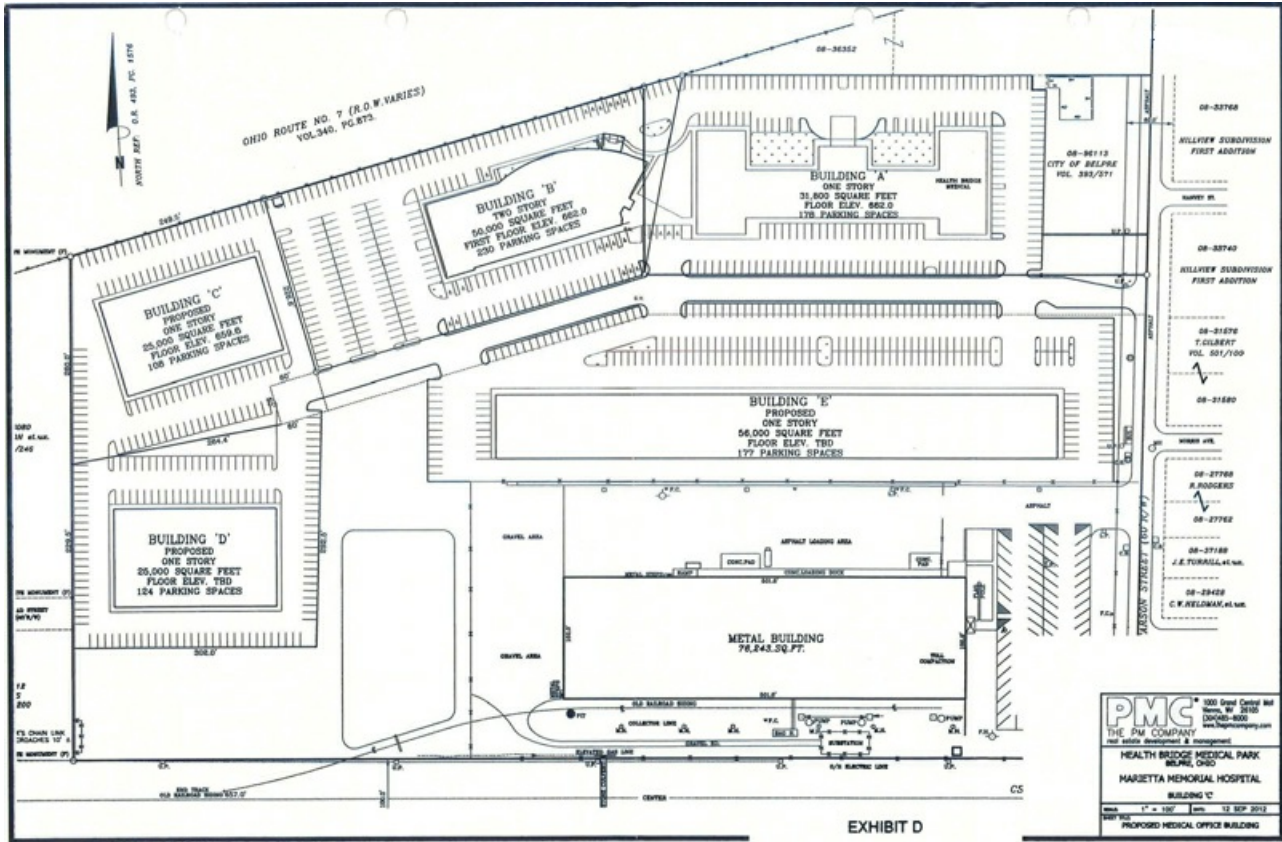


EXHIBIT D

ADDENDUM TO LEASE AGREEMENT

This addendum, dated December 19, 2012, shall be attached to and become part of that certain lease agreement for the 25,000 square foot medical building located at 805 Farson Street, Belpre, Ohio, between Belpre I LLC, Landlord, and Marietta Memorial Hospital, Tenant, as follows:

THIS LEASE, Made and entered into by and between Belpre II, LLC, a West Virginia limited liability company, (hereinafter "Landlord"), and Marietta Memorial Hospital, an Ohio non-profit corporation, (hereinafter "Tenant").

BASE RENT

Section 4: Commencing July 31, 2013, Tenant shall pay Base Rent in an annual amount of \$22.50 per square foot for the 25,000 square foot gross building area of the Building for each year of the first five (5) years of the initial term of this Lease. Provided, that in the event Tenant notifies Landlord in writing on or before November 1, 2012, of Tenant's intent to delay the commencement of the term of the Lease, Landlord shall complete the shell of the Building and delay the remainder of the construction of the Building until notified by Tenant in writing to recommence construction in accordance with the plans and specifications described herein or until a date six (6) months from and after the date of receipt of such first notice, whichever event first occurs, whereupon Landlord shall recommence construction in accordance with said plans and specifications. Further provided, that in the event of such delay, Landlord's obligation to provide Tenant with a complete turnkey project to permit occupancy by Tenant by July 31, 2013 shall be extended by the period of said delay. Further provided, that in the event of such delay, Tenant shall pay Base Rent in an annual amount of \$13.00 per square foot for the entire 25,000 square foot gross building area of the Building commencing July 31, 2013 and continuing until notified in writing by Landlord that the Building is completed for occupancy in accordance with the terms hereof. Thereafter, Tenant shall pay Base Rent in an annual amount of \$22.50 per square foot for the entire 25,000 square foot gross building area of the Building from and after the date of being so notified by Landlord, and thereafter during each year of the next five (5) years of the initial term of this Lease from and after Landlord's aforesaid notification. During each year of the five (5) year period immediately following the five (5) year period beginning with said notification by Landlord, Tenant shall pay Base Rent in an annual amount of \$23.50 per square foot for the entire 25,000 square foot gross building area of the Building. During each year of the last five (5) year period of the initial term of this Lease, Tenant shall pay Base Rent in an annual amount of \$24.50 per square foot for the entire 25,000 square foot gross building area of the Building. Provided further, that in the event the cost of construction pursuant to change orders required by Section 5 hereof, or the aforesaid delay in the event of the same, exceeds the total project cost reflected on Exhibit B hereto, such Base Rent shall be increased for each year of said fifteen (15) year period during the initial term of this Lease commencing on the date of said notification by Landlord by an amount equal to ten (10%) per cent of the increase in such cost of construction in excess of the total project cost. For example, in the event such increased cost of construction equals \$500,000.00, the annual rent per square foot shall increase by \$2.00 per square foot ($\$50,000.00 \div 25,000 = \2.00) for such initial term over and above the amounts provided above, resulting in a Base Rent of \$24.50 per square foot during the first of the aforesaid five (5) year periods, \$25.50 per square foot during the second of the aforesaid five (5) year periods, and \$26.50 per square foot during the third of the aforesaid five (5) year periods during said initial term.

Such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the last day of each calendar month, being the first day of each lease month hereunder, during the term hereof. The first month's rent is due and payable to Landlord July 31, 2013, and all required rental payments shall be made to Belpre II, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address. Provided, that in the event of delay as provided above result in Landlord's notification of the availability of the Building for occupancy being given during a lease month based upon the commencement date of this Lease, the day of the month of such notification shall constitute the first day of the lease months for the remainder of the term or terms of this Lease and the monthly installments of the Base Rent hereunder shall be due and payable on said same day of each calendar month during such term or terms. The difference in the increased Base Rent for the remainder of said month during which said notification is given, in accordance with the above stated terms, and the Base Rent previously paid for said month based upon an annual rate of \$13.00 per square foot shall be calculated and paid together with the pro rata portion of the Base Rent for the remaining portion of such first lease month.

NOTICE AND REASONABLE CONSENT

Section 22: All notices and statements required or permitted under this Lease shall be in writing, delivered by registered or certified mail, postage prepaid, addressed as follow:

As to Landlord:	Belpre II, LLC 1000 Grand Central Mall Vienna, WV 26105
As to Tenant:	Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to is shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed.

IN WITNESS THEREOF, the parties have caused this addendum to the lease agreement to be executed this 19th day of December, 2012, hereby binding their respective successors, assigns, executors, and administrators.

LANDLORD:

Belpre II LLC

By: /s/ Pat Minnite, Jr.

Its: Manager

TENANT:

Marietta Memorial Hospital

By: /s/ Scott Cantley

Its: CEO

THIS LEASE, Made and entered into by and between Belpre III, LLC, a West Virginia limited liability company, (hereinafter "Landlord"), and Marietta Memorial Hospital, an Ohio non profit corporation, (hereinafter "Tenant").

WITNESSETH: That for and in consideration of the mutual terms, covenants, provisions and conditions herein set forth, Landlord does hereby lease to Tenant, and Tenant does hereby hire and rent from Landlord those certain premises, hereinafter referred to as the "Demised Premises," as follows:

DEMISED PREMISES

Section 1: The Demised Premises shall consist of and are described as the gross building area of 25,000 square feet, pursuant to the project design of PM Construction, Inc., dba PM Construction of WV, Inc., of the building ("Building"), to be located in the Health Bridge Medical Park, with the mailing address of 803 Farson Street, Belpre, Ohio 45714, together with the real estate upon which the Building shall be located, including parking lots and sidewalks thereon, all as shown on the plats and floor plans included in the plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A, being a part of the same real estate conveyed to Landlord by Minnite Family, LLC, a West Virginia limited liability company, by General Warranty Deed dated January 10, 2013, recorded in the Washington County, Ohio Recorder's Office in Official Record 538, at Page 1090.

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the term hereof, including any and all renewal terms, subject to the terms, conditions and limitations herein contained, as a free standing out patient health center, and for such uses reasonably related and incidental thereto.

INITIAL TERM

Section 3: The initial term of this Lease shall be for a period of Fifteen (15) years, commencing on January 31, 2016, and ending on January 30, 2031 subject, however, to the rentals, terms and conditions hereinafter set forth.

BASE RENT

Section 4: Commencing January 31, 2016 Tenant shall pay Base Rent in an annual amount of \$23.50 per square foot for the 25,000 square foot gross building area of the Building for each year of the first five (5) years of the initial term of this Lease. During each year of the five (5) year period immediately following the first five (5) years of the initial term of this Lease, Tenant shall pay Base Rent in an annual amount of \$24.50 per square foot for the entire 25,000 square foot gross building area of the Building. During each year of the last five (5) year period of the initial term of this Lease, Tenant shall pay Base Rent in an annual amount of \$25.50 per square foot for the entire 25,000 square foot gross building area of the Building. Provided further, that in the event the cost of construction pursuant to change orders required by Section 5 hereof exceeds the total project cost reflected on Exhibit B hereto, such Base Rent shall be increased for each year of said fifteen (15) year period during the initial term of this Lease by an amount equal to ten (10%) per cent of the increase in such cost of construction in excess of the total project cost. For example, in the event such increased cost of construction equals \$500,000.00, the annual rent per square foot shall increase by \$2.00 per square foot ($\$500,000.00 \div 25,000 = \2.00) for such initial term over and above the amounts provided above, resulting in a Base Rent of \$25.50 per square foot during the first of the aforesaid five (5) year periods, \$26.50 per square foot during the second of the aforesaid five (5) year periods, and \$27.50 per square foot during the third of the aforesaid five (5) year periods during said initial term.

Such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the last day of each calendar month, being the first day of each lease month hereunder, during the term hereof. The first month's rent is due and payable to Landlord January 31, 2016, and all required rental payments shall be made to Belpre I, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 5: Landlord shall construct on the Demised Premises the Building, parking lots and sidewalks for the use and occupancy of Tenant, such Building, parking lots and sidewalks to be constructed and provided to Tenant as a complete turnkey project in accordance with the project design of the said PM Construction, Inc., in accordance with the total project cost and schedule of responsibilities of each of the parties marked as Exhibit B and attached to and made a part of this Lease and in accordance with Exhibit A. Tenant shall provide and construct at its cost the special buildout items described on Exhibit C attached to and made a part of this Lease.

The final plans and specifications for such construction shall provide for and permit construction of the Building, parking lots and sidewalks in strict accordance with the total project cost reflected on Exhibit B and are to be approved by both Tenant and Landlord not more than thirty (30) days after receipt by both parties. Provided, that Landlord may make minor changes in material and construction detail described in such plans and specifications, provided the quality, design and appearance of the Building and building materials are not materially altered. Construction shall be commenced as soon as practicable after the execution of this Lease, and Landlord and Tenant shall cause construction to be completed to permit occupancy by Tenant for the purposes of this Lease on January 31, 2016, except as herein provided or unless delayed by causes beyond the control of Landlord or Tenant. Any construction or alteration or modification resulting in any change in the total project cost reflected on Exhibit B shall be approved by both Landlord and Tenant and shall be documented by written change order signed by both such parties, and any increase in costs of construction over and above those numerated in the total project cost reflected on Exhibit B shall result in the increase in Base Rent as provided in Section 4 above.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

EXTERIOR MAINTENANCE

Section 6: Except as expressly otherwise provided herein, Tenant shall maintain and keep the exterior of the Demised Premises in good order and repair including, but not limited to, the roof, walls, gutters, downspouts, canopies, exterior doors, supply lines for gas, electric, and water, drainage and sewer lines, entrances and exits, sidewalks and parking areas, including cleaning and maintaining sidewalks and parking areas, including, but not limited to snow and ice removal, landscaping, and providing trash removal. Landlord shall make all structural repairs to the Building and all interior repairs, by reason of any exterior or structural defect, including but not limited to, leaks, broken pipes and falling plaster.

COMMON AREAS

Section 7: In connection with this Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises in the Development Site, as hereinafter defined, using the access ways, in monthly installments to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

INTERIOR MAINTENANCE

Section 8: Except as expressly otherwise provided herein, Tenant will maintain the interior of the Building on the Demised Premises in good order and repair, reasonable and ordinary wear and tear excepted, and all interior repairs and maintenance, including, but not limited to, the HVAC system and utility fixtures, are to be the responsibility of Tenant.

UTILITIES AND SERVICES

Section 9: Tenant shall be responsible for the payment of all utility services rendered to the Demised Premises for the Tenant's use including but not limited to water and sewer, gas, and electric.

TAXES

Section 10: The payment of all taxes and assessments levied or assessed against the real estate of which the Demised Premises are a part, shall be the responsibility of Landlord and/or other owners thereof. However, Tenant shall reimburse Landlord for its prorata share of the actual costs of the gross taxes and assessments based upon the percentage which the appraised value of the real estate and improvements constituting the Demised Premises constitutes of the appraised value of all real estate and improvements assessed together with the Demised Premises. Upon the taxes and assessments being levied and assessed against the Demised Premises separately, Tenant shall reimburse Landlord the actual costs of such separately levied and assessed gross taxes and assessments. In any event, such charges shall be budgeted and billed in advance annually by Landlord, shall be payable in monthly installments to be paid with Tenant's payments of Base Rent and shall be subject to an annual adjustment based upon the actual costs of such taxes and assessments for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below the amount billed by Landlord therefor, at the end of each fiscal year ending December 31 for which such costs were so budgeted and billed. Tenant shall pay any personal property taxes which may be levied against its property subject thereto.

INSURANCE; INDEMNIFICATION

Section 11: Throughout the term of this Lease Tenant will maintain in effect fire, extended coverage and special perils property insurance for the full insurable replacement value of the Demised Premises, as determined, and as determined from time to time throughout the term of this Lease, by the underwriter for Tenant's insurer. Tenant shall name Landlord and any mortgagee as additional insureds under said policy. In case of fire, extended coverage or special perils casualty, the proceeds of such insurance shall be first applied to the repair of any damage and the surplus paid to Landlord.

Tenant shall procure and maintain during the Term of this Lease a policy of commercial general liability insurance having a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00), covering "occurrences" arising from or related to the use and occupancy of the Demised Premises by Tenant and its patients, employees, agents, contractors, guests and invitees, further insuring Tenant's indemnification obligation hereunder, and naming Landlord and any mortgagee as additional insureds. At the end of each five (5) year period or term of this Lease, as the case may be, Tenant shall increase the amounts of such coverages of such liability insurance for the ensuing five (5) year period or term of this Lease, by an amount equal to the aggregate percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer, U.S. City Average, or any successor index ("CPI") over the immediately preceding five (5) year period. Provided, that in the event an aggregate percentage decrease occurs in the CPI during any such immediately preceding five (5) year period, no adjustment in said coverage amounts shall be made and the amounts of such coverages in effect during such immediately preceding five (5) year period shall remain in effect during the ensuing five (5) year period or term. Provided, however, that the requirement of such coverage and the limits thereof as herein provided, do not limit or define Tenant's obligation to indemnify Landlord hereunder nor limit the extent or amount of such obligation.

In addition, Tenant shall maintain Professional Liability Insurance with respect to its operations on the Demised Premises, with such insurance covering Tenant for all services rendered on the Premises. Tenant's Professional Liability Insurance shall provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, per policy year. Tenant shall also maintain Fire Legal Liability insurance in the amount of \$100,000. If and as permitted by the carriers for such coverages Tenant shall name Landlord and any mortgagee as additional insureds under said policies.

Tenant shall furnish to Landlord upon request a certificate of insurance issued by the insurance carrier of each of the aforesaid policies of insurance.

In the event Landlord obtains and carries income protection coverage pursuant to any policy or policies it maintains pertaining to the Demised Premises, Tenant shall reimburse Landlord the premium for such coverage, payable in monthly installments to be paid with Tenant's payments of Base Rent, the charges for which shall be budgeted, assessed and billed in advance annually by Landlord and shall be subject to an annual adjustment based upon the actual costs thereof for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed.

Tenant shall also be liable and responsible for any and all other insurance required for or by its use of and operation in and upon the Demised Premises, and Tenant may also carry insurance on the contents of the Demised Premises as it may desire.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against all liability, cost, expense, or damage (including, without limitation, attorneys fees) for bodily injury or property damage arising from: (i) the construction of the Demised Premises by Landlord, its contractors, agents or employees; or (ii) any defects in construction by Landlord, its contractors, agents or employees, or (iii) any failure by Landlord, its contractors, agents or employees to properly construct the Demised Premises in accordance with the approved project design of the said PM Construction, Inc. Tenant's review and approval of any plans, specifications, or any other documents shall not relieve Landlord from Landlord's obligations under the foregoing indemnification provision. Landlord shall procure and keep in effect from the execution date of this Lease until the completion of the Demised Premises, a Commercial General Liability insurance policy in the amount of Three Million Dollars (\$3,000,000.00) per occurrence, insuring all of Landlord's activities with respect to the Demised Premises, and a Builder's Risk Insurance policy insuring the Demised Premises for the full replacement cost of the Demised Premises until completion. Landlord shall name Tenant as an additional insured under the Builder's Risk Insurance policy and provide Tenant a certificate of such coverage upon request.

Notwithstanding the foregoing provision, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from Tenant's occupancy and/or use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the Demised Premises or the access ways to and from the Demised Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend Landlord at Tenant's expense by counsel approved in writing by Landlord, to the extent or in the event such defense is not provided by applicable insurance coverage.

Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Landlord or Landlord's agents, employees or contractors, and from and against any and all costs, reasonable attorneys' fees, expenses and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend Tenant at Landlord's expense by counsel approved in writing by Tenant, to the extent or in the event such defense is not provided by applicable insurance coverage.

DAMAGE OR DESTRUCTION OF BUILDING

Section 12: If the Demised Premises are damaged or destroyed by fire or other casualty during the term of this Lease, the rent herein reserved shall abate entirely in case the Demised Premises are, in the judgment of the Tenant, rendered untenable, and prorata in case a part only be untenable, until the Demised Premises or such part are restored to tenantable condition. If such damage or destruction is covered by the insurance provided for in Paragraph 11 above, the Landlord shall with due diligence, repair and restore the Demised Premises to good and tenantable condition. Provided however, that (a) if the destruction or damage amounts to more than 50% of the insurable replacement value of the Demised Premises determined as aforesaid, either Landlord or Tenant may cancel and terminate this Lease by giving written notice to the other party within 30 days after the date such damage or destruction occurs; (b) if the entire Demised Premises are, in the judgment of the Tenant, untenable, the term of this Lease shall be extended for a period equal to the time required for repair and restoration of the Demised Premises unless terminated under Subparagraph (a) of this Paragraph.

EMINENT DOMAIN

Section 13: In the event that any portion or all of the Demised Premises is taken pursuant to the exercise of any power of eminent domain, the proceeds of such taking shall be divided between Landlord and Tenant as their respective interests may appear.

ASSIGNMENT; RIGHT OF FIRST REFUSAL

Section 14: (a) Tenant may not assign this Lease or sublet the Demised Premises to any other person, partnership or corporation without written consent of Landlord, which consent shall not be unreasonably withheld.

(b) In the event Landlord exercises its right to assign this Lease, pursuant to a conveyance of the Demised Premises, Landlord shall give Tenant the privilege of purchasing the Demised Premises at the same purchase price and on the other terms of the offer to purchase made by the proposed assignee, provided Tenant is not in default hereunder at such time. This privilege shall be given by a notice sent to Tenant at the Demised Premises by certified mail, fax transmission or hand delivery, requiring Tenant to accept the offer in writing and to sign a contract within the period of thirty (30) days after the mailing or receipt of such notice to purchase the Demised Premises upon such terms. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall not affect this Lease, except to nullify and void the aforesaid privilege of Tenant, and Landlord shall be at liberty to sell the Demised Premises to any such proposed assignee thereafter. Provided, that in the event that Tenant does not exercise such right, but the transaction with such proposed assignee does not thereafter occur, then Tenant's privilege and right as herein described shall remain in effect for any and all subsequent proposed assignments in accordance with the aforesaid terms and conditions. Further provided, that the aforesaid right of Tenant shall not apply to any assignment of this Lease or conveyance of the Demised Premises to a party or parties related to Landlord, but further provided that such related party or parties shall accept such assignment and/or conveyance subject to this Lease and its terms and conditions, including this Section 14 and Tenant's aforesaid right. Further provided that the terms of this Section 14 shall not apply to a collateral assignment of this Lease to a lender or lenders of Landlord or any such related party or parties.

DEFAULT

Section 15: (a) If proceedings are commenced against Tenant in any court under a bankruptcy act or for the appointment of a Trustee or Receiver of Tenant's property either before or after commencement of the Lease term, or (b) if the rent or any other payments due from Tenant under this Lease, or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days after agreed due date per this Lease, or (c) if there shall be default in the performance of any other covenant or condition herein contained on the part of Tenant for more than 30 days after written notice of such default by Landlord, then Tenant's right to possession pursuant to this Lease, if Landlord so elects, shall thereupon cease, and Landlord shall have the right to reenter or repossess the premises by summary proceedings, surrender or otherwise, and to dispossess and remove therefrom the Tenant or other occupants thereof, and its effects, without being liable to prosecution therefore. In such case, Landlord may, at its option, relet the Demised Premises as the agent of Tenant, and Tenant shall pay to Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of reentry or repossession, and the lesser amount, if any, received or to be received under such reletting for such portion of the term, together with Landlord's fees and costs, including reasonable attorney fees, incurred by Landlord in enforcing its remedies hereunder and reletting the Demised Premises. Tenant hereby expressly waives service of notice of intention to reenter or of instituting legal proceedings to that end.

RENEWAL OPTION

Section 16: Provided it is not in default hereunder, Tenant shall have the option to renew this Lease for three (3) five (5) year terms by written notice to Landlord, given at least 180 days prior to the end of the existing term or renewal term, each upon the same terms and conditions herein set forth except that the Base Rent for each renewal term may be modified by Landlord, not to exceed an increase for each successive five (5) year term of 10% of the amount of Base Rent payable during the immediately preceding five (5) year period or term of this Lease. Except as expressly otherwise indicated, reference herein to the term of this Lease shall include reference to any renewal term hereof.

ALTERATION

Section 17: Tenant shall make no alteration to the Demised Premises without prior written consent of Landlord.

LIENS

Section 18: Tenant shall not permit mechanics' liens to be filed against the fee of the Demised Premises or against Tenant's leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's liens shall at any time be filed against the Demised Premises based on any act or failure to act on the part of Tenant and Tenant shall fail to remove the same within thirty (30) days thereafter, such failure shall constitute a default under the provisions of this Lease. Notwithstanding the foregoing, Tenant shall have the right, at its own expense and after prior written notice to Landlord, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if Landlord shall notify Tenant that, in the reasonable opinion of counsel, by nonpayment of any such items the Demised Premises will be subject to imminent loss or forfeiture, Tenant shall promptly cause such lien to be discharged of record.

ACCESS TO PREMISES

Section 19: Landlord and its representatives shall have the right to enter the Demised Premises during Tenant's normal business hours, upon reasonable advance notice, which notice shall not be required in the case of an emergency, in order to inspect the same, or to make repairs and to maintain the Demised Premises if required by the terms hereof.

LANDLORD COVENANTS

Section 20: Landlord covenants and warrants that Landlord has good title to the Demised Premises and authority to make this Lease; that Tenant, upon paying the rent and keeping and performing the covenants and conditions of this Lease on Tenant's part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy the Demised Premises during the full term of the Lease without hindrance by Landlord or by any person whatsoever.

LEASE SUBORDINATE TO ENCUMBRANCES

Section 21: This Lease is subject and subordinate to any mortgages or deeds of trust now on or hereafter placed against the Demised Premises and to advances made or that may be made on account of such encumbrances, to the full extent of the principal sums secured thereby and interest thereon; provided, however, that in the event of default by Landlord upon any note secured by such mortgage or trust deed, the holder thereof shall be required to notify the Tenant of the same forthwith or lose the benefit of this provision. In the event Landlord fails to make any payment on account of principal or interest on any mortgage or deed of trust note affecting the Demised Premises, Tenant shall, upon written notice to Landlord, have the right to pay the rent accruing under this Lease directly to the holder of such mortgage or deed of trust note and to deduct any sum so paid from subsequent installments of rent due hereunder.

NOTICE AND REASONABLE CONSENT

Section 22: All notices and statements required or permitted under this Lease shall be in writing, delivered by registered or certified mail, postage prepaid, addressed as follow:

As to Landlord:	Belpre III, LLC 1000 Grand Central Mall Vienna, WV 26105
As to Tenant:	Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to is shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed.

SEVERABILITY

Section 23: In the event that any provision of this Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

BINDING EFFECT

Section 24: The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

AMENDMENT

Section 25: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RESTRICTIONS ON USE

Section 26: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

LANDLORD RESTRICTIONS; LANDLORD'S RESPONSIBILITY

Section 27: With the exception of: 1) tenants leasing at, and services already being conducted on, the Development Site on December 1st, 2010 and 2) those services specified below as Noncompetitive Health Services, Landlord agrees that during the term of this Lease, Landlord shall not without the express written consent of Tenant: a) lease to any other prospective tenant intending to provide the same or similar services as Tenant at the Development Site; or b) allow any other tenant to conduct the same or similar services as Tenant at the Development Site. Landlord shall immediately notify Tenant of any other third party attempt to initiate discussions, solicit or negotiate with Landlord concerning the same or similar activities excluded by this Section 27. Landlord acknowledges and agrees that a breach or violation of this Section 27 will have an irreparable, material and adverse effect upon Tenant and that damages arising from any such breach or violation may be difficult to ascertain. However, in the event of a breach of this Section 27, Tenant may pursue actions and damages in law or equity available to Tenant.

The Development Site shall consist of all of the property owned by Landlord and Minnite Family, LLC, and the 2.890 acre tract owned by 601 Plaza L.L.C. and currently leased to Health Bridge, all reflected on that certain plat attached hereto and made a part hereof as "Exhibit D," and specifically excluding the "Industrial Lot" of 6.578 acres.

Noncompetitive Health Services: 1) Dentists; 2) oral surgeons; 3) ophthalmologists and/or optometrists; 4) chiropractors; 5) massage therapists; 6) mental health practitioners (including psychologists and/or psychiatrists); 7) home nursing offices; 8) dialysis clinics; 9) physical therapy providers; 10) retail pharmacy; 11) durable medical equipment providers (including prosthetic and orthotic providers) and 12) podiatrists.

Landlord represents and warrants to Tenant that Landlord has not introduced and will not do anything to introduce, onto the Demised Premises from without the Demised Premises, any toxic or hazardous materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or extraction procedure toxicity or substances or materials which are listed on any of the Environmental Protection Agency's list of hazardous wastes, 42 U.S.C. Section 9601, et seq., 49 U.S.C. Sections 1801, et seq., 42 U.S.C. Section 6901, et seq., as the same may be amended from time to time ("Hazardous Materials").

SIGNS

Section 28: Tenant may, at its expense, install their company's standard sign on any existing monument sign, pole sign, or face mounted sign at the Demised Premises. Tenant shall submit to Landlord plans and specifications for such signs. All signs and installation must be approved by Landlord. Such approval shall not be unreasonably withheld. Tenant shall be responsible for all maintenance and upkeep of the signs. All additional signs (i.e. portable signs, banners, etc.) must be approved by the Landlord. Any signs permanently attached to the building are considered leasehold improvements and will remain with the Demised Premises after the end of the Lease.

SUBORDINATION

Section 29: Following the execution of this Lease, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement from Landlord's existing lender or lenders, if any, by which such lender or lenders agree not to disturb Tenant's possession of the Demised Premises so long as Tenant is not in material default of the terms of this Lease beyond any applicable cure period at the time if such lender or lenders foreclose on the Demised Premises. Tenant agrees to execute and deliver to Landlord any instruments that may be necessary or proper to subordinate this Lease. Additionally, both Landlord and Tenant shall execute and deliver to any lender or lenders or the other party hereto such estoppel certificates as may be reasonably requested by such lender or lenders or other party.

MISCELLANEOUS

Section 30: a. Each party shall bear their own costs and fees incurred for the negotiation and preparation of this Lease, and none of the parties shall be considered to be the drafter of this Lease, or any provision hereof, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

b. Except as herein otherwise provided, this Lease contains the entire agreement by and between the undersigned. No promises, representations, understandings or other warranties have been made by any party respecting the subject matter hereof, other than those expressly set forth herein. The parties further state that they have carefully read this Lease, know the contents of it, and sign the same as their own free, willing and voluntary act, both individually and on behalf of the entities they represent as set forth below.

c. The execution, acknowledgment and delivery of this Lease by the parties, and the performance of the terms, covenants, conditions and obligations under this Lease, including, but not limited to, the preparation, execution and delivery of such documents as required by or pursuant to this Lease, and the doing of all things necessary to consummate the transactions herein provided, have been duly authorized or ratified, approved and confirmed, as the case may be, by all necessary action of the parties, whether by the board of directors, the shareholders, members or otherwise, and the parties each represent and warrant that each of the officers executing and delivering this Lease does so with full and complete authority to do so for and on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 16th day of March 2015.

LANDLORD:

BELPRE III, LLC

By: Minnite Family, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.

Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley

Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III

Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite

Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

By: /s/ Scott Cantley
Scott Cantley

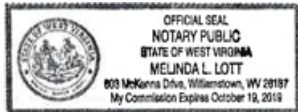
Its: President and CEO

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 16th day of March 2015 by Pat Minnite, Jr., the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



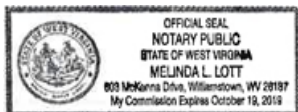
/s/ Melinda L. Lott
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 16th day of March 2015 by Karmyn M. Conley, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



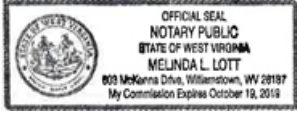
/s/ Melinda L. Lott
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 16th day of 2015 by Pat Minnite, III, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

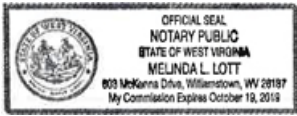
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 16th day of March 2015 by Jason R. Minnite, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

Notary Public

STATE OF OHIO

COUNTY OF WASHINGTON, TO WIT:

The foregoing instrument was acknowledged before me this 7th day of April 2015, by Scott Cantley, President and CEO of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

My commission expires: April 18, 2016

/s/ Deborah K Beaver
Notary Public



DEBORAH K BEAVER, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES APRIL 18, 2016

EXHIBIT B

I. Project Description

- A. A 25,000 sq. ft. one story building per attached floor plan and rendering design.
- B. Construction to be complete project (turnkey) building, parking lot, landscaping, and exterior lighting.
- C. All construction will be same quality and materials as used on first building (Belpre II).

II. Construction Budget (complete turnkey project)

(Belpre III)

Includes all:

- Designs
- Permits
- Construction
- Access roads
- Parking lot and lighting
- Landscaping
- Utility services

Total Construction Budget -	\$ 6,000,000.00
Land Value (2 acres) -	\$ 250,000.00
Total Budget -	\$ 6,250,000.00

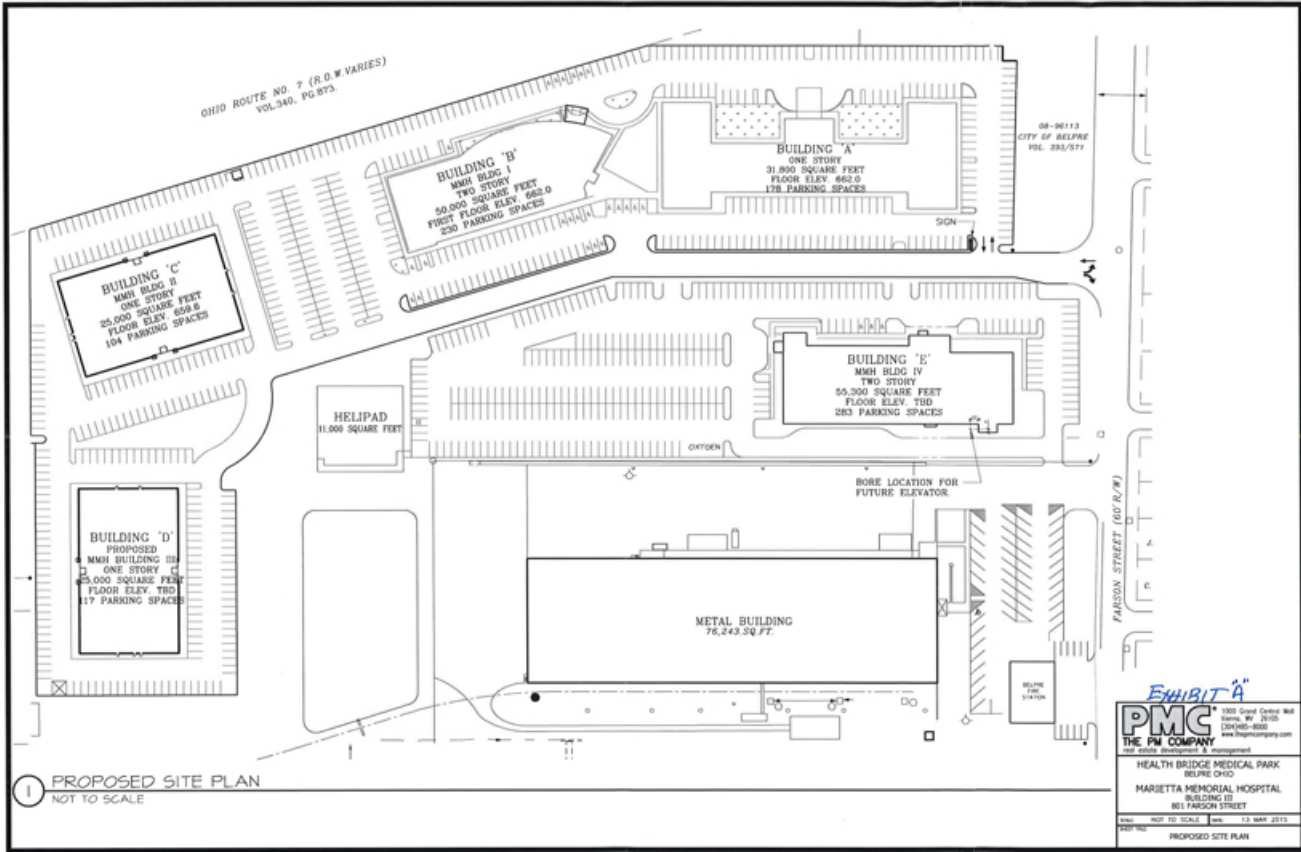
Base Rent \$23.50 per/sq ft - for 1st 5 years.

EXHIBIT C

BELPRE III

BUILD OUT ITEMS BY TENANT, IF REQUIRED

1. Appliances and equipment
 2. Telephone system and wiring
 3. Computer system and wiring
 4. Special exhaust and HVAC system other than standard HVAC requirements to heat and cool Tenant's space
 5. Security system
 6. Special plumbing and electrical requirements for medical and diagnostic
 7. Communication and nurse call system and wiring
 8. Exam room fixtures, and equipment
 9. All exterior and interior signage
 10. Landscaping
 11. Soil Reinforcement
-



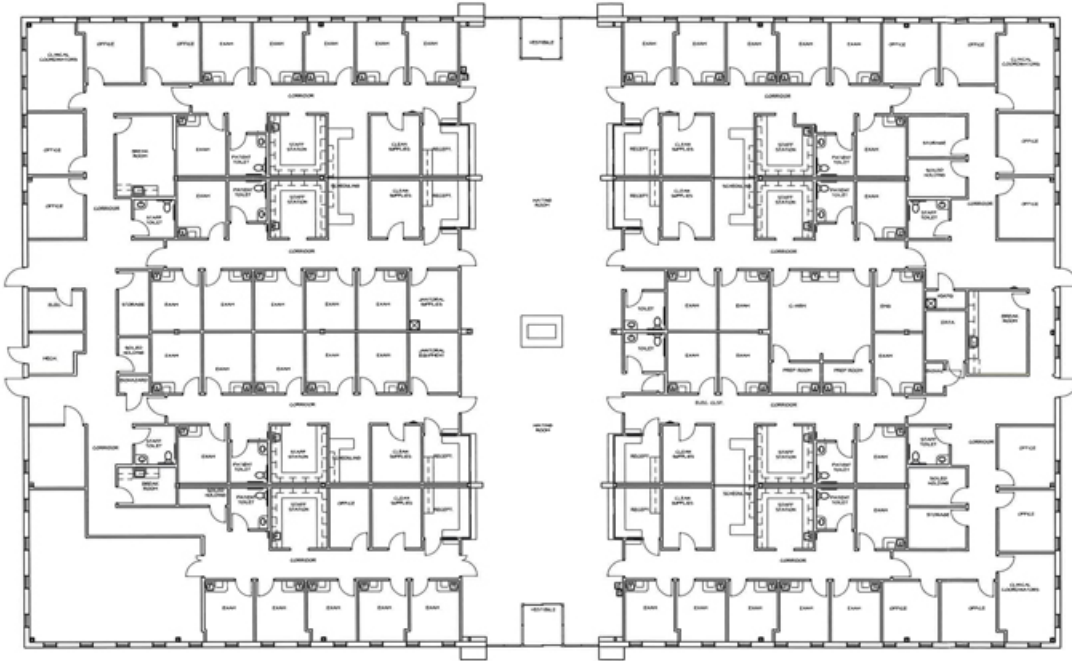


EXHIBIT A

PMC
 THE PM COMPANY
 1000 Grand Central Mall
 Yonkers, NY 10516
 (914)462-8000
www.pmcgroup.com
 Full service architectural & engineering

HEALTH BRIDGE MEDICAL PARK
 BELPRE, OHIO
 MARIETTA MEMORIAL HOSPITAL
 BUILDING 02

DATE: NOT TO SCALE DATE: 13 MAR 2015
 SHEET NO.: FLOOR PLAN

THIS AMENDED LEASE, Made and entered into by and between Belpre III, LLC, a West Virginia limited liability company, (hereinafter “Landlord”), and Marietta Memorial Hospital, an Ohio nonprofit corporation, (hereinafter “Tenant”).

WHEREAS, the parties entered into an initial Lease of the Demised Premises for the purposes therein stated, executed and acknowledged March 16, 2015, and

WHEREAS, it was determined that conceptual drawings of the project design, from which the plans and specifications required for the construction of the Demised Premises are to be derived and prepared, would be prepared and provided by Tenant to Landlord, and delay has occurred in the providing of such conceptual drawings, resulting in delay in the completion of the construction of the Demised Premises beyond the initial commencement date of January 31, 2016 for this Lease, although said Demised Premises have been constructed to the extent possible prior to January 31, 2016, and the parties wish to amend said initial Lease accordingly as herein provided.

WITNESSETH: That for and in consideration of the mutual terms, covenants, provisions and conditions herein set forth, Landlord does hereby lease to Tenant, and Tenant does hereby hire and rent from Landlord those certain premises, hereinafter referred to as the “Demised Premises,” as follows:

DEMISED PREMISES

Section 1: The Demised Premises shall consist of and are described as the gross building area of 25,0 square feet, pursuant to the project design of the building (“Building”), to be located in the Health Bridge Medical Park, with the mailing address of 803 Farson Street, Belpre, Ohio 45714, together with the real estate upon which the Building shall be located, including parking lots and sidewalks thereon, all as shown on the plats and floor plans included in the plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A when completed, being a part of the same real estate conveyed to Landlord by Minnite Family, LLC, a West Virginia limited liability company, by *i)* General Warranty Deed dated January 10, 2013, recorded in the Washington County, Ohio Recorder’s Office in Official Record 538, at Page 1090 and *ii)* Correction General Warranty Deed dated July 14, 2015, recorded in said Recorder’s Office in Official Record 587, at Page 1694, less that certain tract of 0.329 acres conveyed by Landlord to the said Minnite Family, LLC, by quitclaim deed dated August 6, 2016, recorded in said Recorder’s Office in Official Record 587, at Page 1704.

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the initial term hereof and any and all renewal terms hereof, subject to the terms, conditions and limitations herein contained, as a free standing out patient health center, and for such uses reasonably related and incidental thereto.

INTERIM RENT; TERMINATION OPTION

Section 3. a. Tenant shall pay Interim Rent to Landlord, in advance, in the amount of \$20,000.00 per month, commencing March 1, 2016 and continuing on the same day of each month thereafter until the Commencement Date as hereinafter defined. Provided, that in the event that the last day prior to said Commencement Date falls on a day other than the last day of the last monthly period for the payment of Interim Rent, the pro rata portion of the Interim Rent paid in advance for the remainder of said monthly period after said Commencement Date shall be applied to the first month's payment of Base Rent as hereinafter defined. All payments of Interim Rent shall be made to Belpre III, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address.

b. Late Fees: If the Interim Rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

c. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

d. Termination Option: In the event the aforesaid conceptual drawings have not been provided to Landlord by Tenant prior to March 1, 2018, then Landlord shall thereafter have the option, at Landlord's sole discretion, to terminate this lease upon giving notice of such termination to Tenant, and thereafter Landlord, the Demised Premises and the real estate upon which the Demised Premises are situated and to be situated shall be free of the terms and conditions of this Lease, subject only to such restrictions as may otherwise apply to the same.

INITIAL TERM

Section 4: The initial term of this Lease shall be for a period of Fifteen (15) years, commencing on the date of completion of construction in a manner to permit occupancy of the Demised Premises for the purpose of this Lease, as noticed and certified by Landlord to Tenant by notice and certification of completion of construction ten (10) days in advance of said date (hereinafter "Commencement Date"), and ending on the last day of said fifteen (15) year period, subject, however, to the rentals, terms and conditions hereinafter set forth.

BASE RENT

Section 5: Commencing on the Commencement Date, Tenant shall pay Base Rent in an annual amount of \$23.50 per square foot for the 25,000 square foot gross building area of the Building for each year of the first five (5) years of the initial term of this Lease. During each year of the five (5) year period immediately following the first five (5) years of the initial term of this Lease, Tenant shall pay Base Rent in an annual amount of \$24.50 per square foot for the entire 25,000 square foot gross building area of the Building. During each year of the last five (5) year period of the initial term of this Lease, Tenant shall pay Base Rent in an annual amount of \$25.50 per square foot for the entire 25,000 square foot gross building area of the Building. Provided further, that in the event the cost of construction pursuant to change orders required by Section 6 hereof exceeds the total project cost reflected on Exhibit B hereto, such Base Rent shall be increased for each year of said fifteen (15) year period during the initial term of this Lease by an amount equal to ten (10%) per cent of the increase in such cost of construction in excess of the total project cost. For example, in the event such increased cost of construction equals \$500,000.00, the annual rent per square foot shall increase by \$2.00 per square foot ($\$500,000.00 \div 25,000 = \2.00) for such initial term over and above the amounts provided above, resulting in a Base Rent of \$25.50 per square foot during the first of the aforesaid five (5) year periods, \$26.50 per square foot during the second of the aforesaid five (5) year periods, and \$27.50 per square foot during the third of the aforesaid five (5) year periods during said initial term.

Such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the first day of each lease month hereunder, during the term hereof. The first month's Base Rent is due and payable to Landlord on the Commencement Date, and all required rental payments shall be made to Belpre III, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 6: Landlord shall construct on the Demised Premises the Building, parking lots and sidewalks for the use and occupancy of Tenant, such Building, parking lots and sidewalks to be constructed and provided to Tenant as a complete turnkey project in accordance with the project design, in accordance with the total project cost and schedule of responsibilities of each of the parties marked as Exhibit B and attached to and made a part of this Lease and in accordance with the plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A when completed. Tenant shall provide and construct at its cost the special buildout items described on Exhibit C attached to and made a part of this Lease.

The final plans and specifications for such construction prepared by PM Construction, Inc. shall provide for and permit completion of construction of the Building, parking lots and sidewalks in strict accordance with the total project cost reflected on Exhibit B and are to be approved by both Tenant and Landlord not more than thirty (30) days after receipt by both parties. Provided, that Landlord may make minor changes in material and construction detail described in such plans and specifications, provided the quality, design and appearance of the Building and building materials are not materially altered. Construction shall be commenced as soon as practicable after the receipt by Landlord from Tenant of the aforesaid conceptual drawings required for the preparation of the plans and specifications for the construction of the Demised Premises, and Landlord and Tenant shall cause construction to be completed to permit occupancy by Tenant for the purposes of this Lease within a commercially reasonable time thereafter, except as herein provided or unless delayed by causes beyond the control of Landlord or Tenant. Any construction or alteration or modification resulting in any change in the total project cost reflected on Exhibit B shall be approved by both Landlord and Tenant and shall be documented by written change order signed by both such parties, and any increase in costs of construction over and above those numerated in the total project cost reflected on Exhibit B shall result in the increase in Base Rent as provided in Section 5 above.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

EXTERIOR MAINTENANCE

Section 7: Except as expressly otherwise provided herein, Tenant shall maintain and keep the exterior of the Demised Premises in good order and repair including, but not limited to, the roof, walls, gutters, downspouts, canopies, exterior doors, supply lines for gas, electric, and water, drainage and sewer lines, entrances and exits, sidewalks and parking areas, including cleaning and maintaining sidewalks and parking areas, including, but not limited to snow and ice removal, landscaping, and providing trash removal. Landlord shall make all structural repairs to the Building and all interior repairs, by reason of any exterior or structural defect, including but not limited to, leaks, broken pipes and falling plaster.

COMMON AREAS

Section 8: In connection with this Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises in the Development Site, as hereinafter defined, using the access ways, in monthly installments to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

INTERIOR MAINTENANCE

Section 9: Except as expressly otherwise provided herein, Tenant will maintain the interior of the Building on the Demised Premises in good order and repair, reasonable and ordinary wear and tear excepted, and all interior repairs and maintenance, including, but not limited to, the HVAC system and utility fixtures, are to be the responsibility of Tenant.

UTILITIES AND SERVICES

Section 10: Tenant shall be responsible for the payment of all utility services rendered to the Demised Premises for the Tenant's use including but not limited to water and sewer, gas, and electric.

TAXES

Section 11: The payment of all taxes and assessments levied or assessed against the real estate of which the Demised Premises are a part, shall be the responsibility of Landlord and/or other owners thereof. However, Tenant shall reimburse Landlord for its prorata share of the actual costs of the gross taxes and assessments based upon the percentage which the appraised value of the real estate and improvements constituting the Demised Premises constitutes of the appraised value of all real estate and improvements assessed together with the Demised Premises. Upon the taxes and assessments being levied and assessed against the Demised Premises separately, Tenant shall reimburse Landlord the actual costs of such separately levied and assessed gross taxes and assessments. In any event, such charges shall be budgeted and billed in advance annually by Landlord, shall be payable in monthly installments to be paid with Tenant's payments of Base Rent and shall be subject to an annual adjustment based upon the actual costs of such taxes and assessments for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below the amount billed by Landlord therefor, at the end of each fiscal year ending December 31 for which such costs were so budgeted and billed. Tenant shall pay any personal property taxes which may be levied against its property subject thereto.

INSURANCE; INDEMNIFICATION

Section 12: Throughout the term of this Lease Tenant will maintain in effect fire, extended coverage and special perils property insurance for the full insurable replacement value of the Demised Premises, as determined, and as determined from time to time throughout the term of this Lease, by the underwriter for Tenant's insurer. Tenant shall name Landlord and any mortgagee as additional insureds under said policy. In case of fire, extended coverage or special perils casualty, the proceeds of such insurance shall be first applied to the repair of any damage and the surplus paid to Landlord.

Tenant shall procure and maintain during the Term of this Lease a policy of commercial general liability insurance having a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00), covering "occurrences" arising from or related to the use and occupancy of the Demised Premises by Tenant and its patients, employees, agents, contractors, guests and invitees, further insuring Tenant's indemnification obligation hereunder, and naming Landlord and any mortgagee as additional insureds. At the end of each five (5) year period or term of this Lease, as the case may be, Tenant shall increase the amounts of such coverages of such liability insurance for the ensuing five (5) year period or term of this Lease, by an amount equal to the aggregate percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer, U.S. City Average, or any successor index ("CPI") over the immediately preceding five (5) year period. Provided, that in the event an aggregate percentage decrease occurs in the CPI during any such immediately preceding five (5) year period, no adjustment in said coverage amounts shall be made and the amounts of such coverages in effect during such immediately preceding five (5) year period shall remain in effect during the ensuing five (5) year period or term. Provided, however, that the requirement of such coverage and the limits thereof as herein provided, do not limit or define Tenant's obligation to indemnify Landlord hereunder nor limit the extent or amount of such obligation.

In addition, Tenant shall maintain Professional Liability Insurance with respect to its operations on the Demised Premises, with such insurance covering Tenant for all services rendered on the Premises. Tenant's Professional Liability Insurance shall provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, per policy year. Tenant shall also maintain Fire Legal Liability insurance in the amount of \$100,000. If and as permitted by the carriers for such coverages Tenant shall name Landlord and any mortgagee as additional insureds under said policies.

Tenant shall furnish to Landlord upon request a certificate of insurance issued by the insurance carrier of each of the aforesaid policies of insurance.

In the event Landlord obtains and carries income protection coverage pursuant to any policy or policies it maintains pertaining to the Demised Premises, Tenant shall reimburse Landlord the premium for such coverage, payable in monthly installments to be paid with Tenant's payments of Base Rent, the charges for which shall be budgeted, assessed and billed in advance annually by Landlord and shall be subject to an annual adjustment based upon the actual costs thereof for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed.

Tenant shall also be liable and responsible for any and all other insurance required for or by its use of and operation in and upon the Demised Premises, and Tenant may also carry insurance on the contents of the Demised Premises as it may desire.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against all liability, cost, expense, or damage (including, without limitation, attorneys fees) for bodily injury or property damage arising from: (i) the construction of the Demised Premises by Landlord, its contractors, agents or employees; or (ii) any defects in construction by Landlord, its contractors, agents or employees, or (iii) any failure by Landlord, its contractors, agents or employees to properly construct the Demised Premises in accordance with the approved project design of the said PM Construction, Inc. Tenant's review and approval of any plans, specifications, or any other documents shall not relieve Landlord from Landlord's obligations under the foregoing indemnification provision. Landlord shall procure and keep in effect from the execution date of this Lease until the completion of the Demised Premises, a Commercial General Liability insurance policy in the amount of Three Million Dollars (\$3,000,000.00) per occurrence, insuring all of Landlord's activities with respect to the Demised Premises, and a Builder's Risk Insurance policy insuring the Demised Premises for the full replacement cost of the Demised Premises until completion. Landlord shall name Tenant as an additional insured under the Builder's Risk Insurance policy and provide Tenant a certificate of such coverage upon request.

Notwithstanding the foregoing provision, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from Tenant's occupancy and/or use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the Demised Premises or the access ways to and from the Demised Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend Landlord at Tenant's expense by counsel approved in writing by Landlord, to the extent or in the event such defense is not provided by applicable insurance coverage.

Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Landlord or Landlord's agents, employees or contractors, and from and against any and all costs, reasonable attorneys' fees, expenses and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend Tenant at Landlord's expense by counsel approved in writing by Tenant, to the extent or in the event such defense is not provided by applicable insurance coverage.

DAMAGE OR DESTRUCTION OF BUILDING

Section 13: If the Demised Premises are damaged or destroyed by fire or other casualty during the term of this Lease, the rent herein reserved shall abate entirely in case the Demised Premises are, in the judgment of the Tenant, rendered untenable, and prorata in case a part only be untenable, until the Demised Premises or such part are restored to tenable condition. If such damage or destruction is covered by the insurance provided for in Paragraph 12 above, the Landlord shall with due diligence, repair and restore the Demised Premises to good and tenable condition. Provided however, that (i) if the destruction or damage amounts to more than 50% of the insurable replacement value of the Demised Premises determined as aforesaid, either Landlord or Tenant may cancel and terminate this Lease by giving written notice to the other party within 30 days after the date such damage or destruction occurs; (ii) if the entire Demised Premises are, in the judgment of the Tenant, untenable, the term of this Lease shall be extended for a period equal to the time required for repair and restoration of the Demised Premises unless terminated under Subparagraph (i) of this Paragraph.

EMINENT DOMAIN

Section 14: In the event that any portion or all of the Demised Premises is taken pursuant to the exercise of any power of eminent domain, the proceeds of such taking shall be divided between Landlord and Tenant as their respective interests may appear.

ASSIGNMENT; RIGHT OF FIRST REFUSAL

Section 15: a Tenant may not assign this Lease or sublet the Demised Premises to any other person, partnership or corporation without written consent of Landlord, which consent shall not be unreasonably withheld.

b In the event Landlord exercises its right to assign this Lease, pursuant to a conveyance of the Demised Premises, Landlord shall give Tenant the privilege of purchasing the Demised Premises at the same purchase price and on the other terms of the offer to purchase made by the proposed assignee, provided Tenant is not in default hereunder at such time. This privilege shall be given by a notice sent to Tenant at the Demised Premises by certified mail, fax transmission or hand delivery, requiring Tenant to accept the offer in writing and to sign a contract within the period of thirty (30) days after the mailing or receipt of such notice to purchase the Demised Premises upon such terms. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall not affect this Lease, except to nullify and void the aforesaid privilege of Tenant, and Landlord shall be at liberty to sell the Demised Premises to any such proposed assignee thereafter. Provided, that in the event that Tenant does not exercise such right, but the transaction with such proposed assignee does not thereafter occur, then Tenant's privilege and right as herein described shall remain in effect for any and all subsequent proposed assignments in accordance with the aforesaid terms and conditions. Further provided, that the aforesaid right of Tenant shall not apply to any assignment of this Lease or conveyance of the Demised Premises to a party or parties related to Landlord, but further provided that such related party or parties shall accept such assignment and/or conveyance subject to this Lease and its terms and conditions, including this Section 15 and Tenant's aforesaid right. Further provided that the terms of this Section 15 shall not apply to a collateral assignment of this Lease to a lender or lenders of Landlord or any such related party or parties.

DEFAULT

Section 16: (i) If proceedings are commenced against Tenant in any court under a bankruptcy act or for the appointment of a Trustee or Receiver of Tenant's property either before or after commencement of the Lease term, or (ii) if the rent or any other payments due from Tenant under this Lease, or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days after agreed due date per this Lease, or (iii) if there shall be default in the performance of any other covenant or condition herein contained on the part of Tenant for more than 30 days after written notice of such default by Landlord, then Tenant's right to possession pursuant to this Lease, if Landlord so elects, shall thereupon cease, and Landlord shall have the right to reenter or repossess the premises by summary proceedings, surrender or otherwise, and to dispossess and remove therefrom the Tenant or other occupants thereof, and its effects, without being liable to prosecution therefore. In such case, Landlord may, at its option, relet the Demised Premises as the agent of Tenant, and Tenant shall pay to Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of reentry or repossession, and the lesser amount, if any, received or to be received under such reletting for such portion of the term, together with Landlord's fees and costs, including reasonable attorney fees, incurred by Landlord in enforcing its remedies hereunder and reletting the Demised Premises. Tenant hereby expressly waives service of notice of intention to reenter or of instituting legal proceedings to that end.

RENEWAL OPTION

Section 17: Provided it is not in default hereunder, Tenant shall have the option to renew this Lease for three (3) five (5) year terms by written notice to Landlord, given at least 180 days prior to the end of the initial term or existing renewal term, each upon the same terms and conditions herein set forth except that the Base Rent for each renewal term may be modified by Landlord, not to exceed an increase for each successive five (5) year term of 10% of the amount of Base Rent payable during the immediately preceding five (5) year period or term of this Lease. Except as expressly otherwise indicated, reference herein to the term of this Lease shall include reference to any renewal term hereof.

ALTERATION

Section 18: Tenant shall make no alteration to the Demised Premises without prior written consent of Landlord.

LIENS

Section 19: Tenant shall not permit mechanics' liens to be filed against the fee of the Demised Premises or against Tenant's leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's liens shall at any time be filed against the Demised Premises based on any act or failure to act on the part of Tenant and Tenant shall fail to remove the same within thirty (30) days thereafter, such failure shall constitute a default under the provisions of this Lease. Notwithstanding the foregoing, Tenant shall have the right, at its own expense and after prior written notice to Landlord, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if Landlord shall notify Tenant that, in the reasonable opinion of counsel, by nonpayment of any such items the Demised Premises will be subject to imminent loss or forfeiture, Tenant shall promptly cause such lien to be discharged of record.

ACCESS TO PREMISES

Section 20: Landlord and its representatives shall have the right to enter the Demised Premises during Tenant’s normal business hours, upon reasonable advance notice, which notice shall not be required in the case of an emergency, in order to inspect the same, or to make repairs and to maintain the Demised Premises if required by the terms hereof

LANDLORD COVENANTS

Section 21: Landlord covenants and warrants that Landlord has good title to the Demised Premises and authority to make this Lease; that Tenant, upon paying the rent and keeping and performing the covenants and conditions of this Lease on Tenant’s part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy the Demised Premises during the full term of the Lease without hindrance by Landlord or by any person whatsoever.

LEASE SUBORDINATE TO ENCUMBRANCES

Section 22: This Lease is subject and subordinate to any mortgages or deeds of trust now on or hereafter placed against the Demised Premises and to advances made or that may be made on account of such encumbrances, to the full extent of the principal sums secured thereby and interest thereon; provided, however, that in the event of default by Landlord upon any note secured by such mortgage or trust deed, the holder thereof shall be required to notify the Tenant of the same forthwith or lose the benefit of this provision. In the event Landlord fails to make any payment on account of principal or interest on any mortgage or deed of trust note affecting the Demised Premises, Tenant shall, upon written notice to Landlord, have the right to pay the rent accruing under this Lease directly to the holder of such mortgage or deed of trust note and to deduct any sum so paid from subsequent installments of rent due hereunder.

NOTICE AND REASONABLE CONSENT

Section 23: All notices and statements required or permitted under this Lease shall be in writing, delivered by registered or certified mail, postage prepaid, addressed as follows:

As to Landlord:	Belpre III, LLC 1000 Grand Central Mall Vienna, WV 26105
As to Tenant:	Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750

Or by email transmission as follows:

As to Landlord:	pmc@thepmcompany.com
As to Tenant:	_____

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to it shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed, or upon the date of such email transmission reflected thereon.

SEVERABILITY

Section 24: In the event that any provision of this Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

BINDING EFFECT

Section 25: The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

AMENDMENT

Section 26: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RESTRICTIONS ON USE

Section 27: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

LANDLORD RESTRICTIONS; LANDLORD'S RESPONSIBILITY

Section 28: With the exception of: *i*) tenants leasing at, and services already being conducted on, the Development Site on December 1st, 2010 and *ii*) those services specified below as Noncompetitive Health Services, Landlord agrees that during the term of this Lease, Landlord shall not without the express written consent of Tenant: a) lease to any other prospective tenant intending to provide the same or similar services as Tenant at the Development Site; or b) allow any other tenant to conduct the same or similar services as Tenant at the Development Site. Landlord shall immediately notify Tenant of any other third party attempt to initiate discussions, solicit or negotiate with Landlord concerning the same or similar activities excluded by this Section 28. Landlord acknowledges and agrees that a breach or violation of this Section 28 will have an irreparable, material and adverse effect upon Tenant and that damages arising from any such breach or violation may be difficult to ascertain. However, in the event of a breach of this Section 28, Tenant may pursue actions and damages in law or equity available to Tenant.

The Development Site shall consist of all of the property owned by Landlord and Minnite Family, LLC, and the 2.819 acre tract owned by 601 Plaza L.L.C. and currently leased to Health Bridge, all reflected on that certain plat attached hereto and made a part hereof as "Exhibit D," and specifically excluding the tract of 5.972 acres owned by 601 Plaza L.L.C. and reflected on Exhibit D.

Noncompetitive Health Services: 1) Dentists; 2) oral surgeons; 3) ophthalmologists and/or optometrists; 4) chiropractors; 5) massage therapists; 6) mental health practitioners (including psychologists and/or psychiatrists); 7) home nursing offices; 8) dialysis clinics; 9) physical therapy providers; 10) retail pharmacy; 11) durable medical equipment providers (including prosthetic and orthotic providers) and 12) podiatrists.

Landlord represents and warrants to Tenant that Landlord has not introduced and will not do anything to introduce, onto the Demised Premises from without the Demised Premises, any toxic or hazardous materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or extraction procedure toxicity or substances or materials which are listed on any of the Environmental Protection Agency's list of hazardous wastes, 42 U.S.C. Section 9601, et seq., 49 U.S.C. Sections 1801, et seq., 42 U.S.C. Section 6901, et seq., as the same may be amended from time to time ("Hazardous Materials").

SIGNS

Section 29: Tenant may, at its expense, install their company's standard sign on any existing monument sign, pole sign, or face mounted sign at the Demised Premises. Tenant shall submit to Landlord plans and specifications for such signs. All signs and installation must be approved by Landlord. Such approval shall not be unreasonably withheld. Tenant shall be responsible for all maintenance and upkeep of the signs. All additional signs (i.e. portable signs, banners, etc.) must be approved by the Landlord. Any signs permanently attached to the building are considered leasehold improvements and will remain with the Demised Premises after the end of the Lease.

SUBORDINATION

Section 30: Following the execution of this Lease, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement from Landlord's existing lender or lenders, if any, by which such lender or lenders agree not to disturb Tenant's possession of the Demised Premises so long as Tenant is not in material default of the terms of this Lease beyond any applicable cure period at the time if such lender or lenders foreclose on the Demised Premises. Tenant agrees to execute and deliver to Landlord any instruments that may be necessary or proper to subordinate this Lease. Additionally, both Landlord and Tenant shall execute and deliver to any lender or lenders or the other party hereto such estoppel certificates as may be reasonably requested by such lender or lenders or other party.

MISCELLANEOUS

Section 31: a. Each party shall bear their own costs and fees incurred for the negotiation and preparation of this Lease, and none of the parties shall be considered to be the drafter of this Lease, or any provision hereof, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

b. Except as herein otherwise provided, this Lease contains the entire agreement by and between the undersigned. No promises, representations, understandings or other warranties have been made by any party respecting the subject matter hereof, other than those expressly set forth herein. The parties further state that they have carefully read this Lease, know the contents of it, and sign the same as their own free, willing and voluntary act, both individually and on behalf of the entities they represent as set forth below.

c. The execution, acknowledgment and delivery of this Lease by the parties, and the performance of the terms, covenants, conditions and obligations under this Lease, including, but not limited to, the preparation, execution and delivery of such documents as required by or pursuant to this Lease, and the doing of all things necessary to consummate the transactions herein provided, have been duly authorized or ratified, approved and confirmed, as the case may be, by all necessary action of the parties, whether by the board of directors, the shareholders, members or otherwise, and the parties each represent and warrant that each of the officers executing and delivering this Lease does so with full and complete authority to do so for and on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 23rd day of February 2016.

LANDLORD:

BELPRE III, LLC

By: Minnite Family, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.

Its: Manager

By: /s/ Karmyn M. Conley

Karmyn M. Conley

Its: Manager

By: /s/ Pat Minnite, III

Pat Minnite, III

Its: Manager

By: /s/ Jason R. Minnite

Jason R. Minnite

Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

By: /s/ Scott Cantley

Scott Cantley

Its: President and CEO

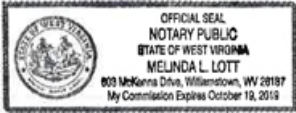
STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of February 2016 by Pat Minnite, Jr., the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires:

10-19-19



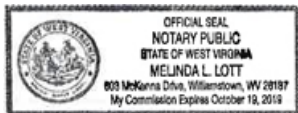
/s/ Melinda L. Lott

Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of February 2016 by Karmyn M. Conley, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



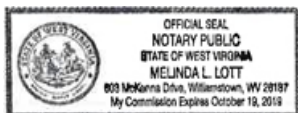
/s/ Melinda L. Lott

Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of February 2016 by Pat Minnite, III, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



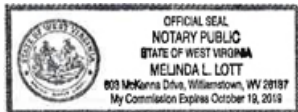
/s/ Melinda L. Lott

Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 23rd day of February 2016 by Jason R. Minnite, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre III, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

Notary Public

STATE OF OHIO
COUNTY OF WASHINGTON, TO WIT:

The foregoing instrument was acknowledged before me this 25th day of February 2016, by Scott Cantley, President and CEO of Marietta Memorial Hospital, an Ohio non/profit corporation, on behalf of said corporation.

My commission expires: April 18, 2016

/s/ Deborah K Beaver

Notary Public



DEBORAH K BEAVER, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES APRIL 18, 2016

EXHIBIT B

I. Project Description

- A. A 25,000 sq. ft. one story building per attached floor plan and rendering design.
- B. Construction to be complete project (turnkey) building, parking lot, landscaping, and exterior lighting.
- C. All construction will be same quality and materials as used on first building (Belpre II).

II. Construction Budget (complete turnkey project)

(Belpre III)

Includes all:

- Designs
- Permits
- Construction
- Access roads
- Parking lot and lighting
- Landscaping
- Utility services

Total Construction Budget -	\$ 6,000,000.00
Land Value (2 acres) -	\$ 250,000.00
Total Budget -	\$ 6,250,000.00

Base Rent \$23.50 per/sq ft - for 1st 5 years.

EXHIBIT C

BELPRE III

BUILD OUT ITEMS BY TENANT, IF REQUIRED

1. Appliances and equipment
 2. Telephone system and wiring
 3. Computer system and wiring
 4. Special exhaust and HVAC system other than standard HVAC requirements to heat and cool Tenant's space
 5. Security system
 6. Special plumbing and electrical requirements for medical and diagnostic
 7. Communication and nurse call system and wiring
 8. Exam room fixtures, and equipment
 9. All exterior and interior signage
 10. Landscaping
 11. Soil Reinforcement
-

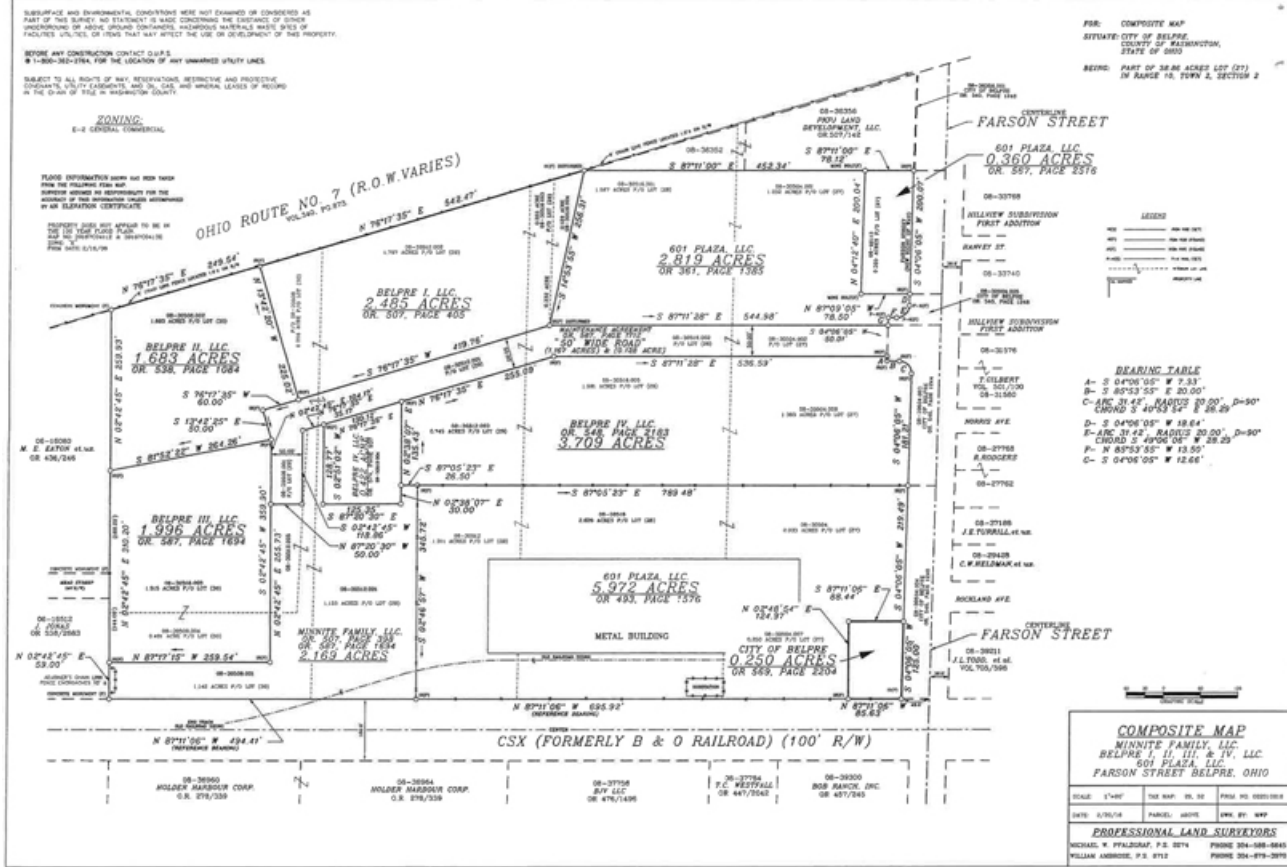


EXHIBIT D

THIS LEASE, Made and entered into by and between Belpre IV, LLC, a West Virginia limited liability company, (hereinafter "Landlord"), and Marietta Memorial Hospital, an Ohio non profit corporation, (hereinafter "Tenant").

WITNESSETH: That for and in consideration of the mutual terms, covenants, provisions and conditions herein set forth, Landlord does hereby lease to Tenant, and Tenant does hereby hire and rent from Landlord those certain premises, hereinafter referred to as the "Demised Premises," as follows:

DEMISED PREMISES

Section 1: The Demised Premises shall consist of and are described as the gross building area of 55,300 square feet, pursuant to the project design of Trinity Health Group of the building ("Building"), to be located in the Health Bridge Medical Park, with the mailing address of 799 Farson Street, Belpre, Ohio 45714, together with the real estate upon which the Building shall be located, including parking lots and sidewalks thereon, all as shown on the plats and floor plans included in the plans and specifications hereinafter described to be attached hereto and made a part hereof as Exhibit A, being a part of the same real estate to be conveyed to Landlord by Minnite Family, LLC, a West Virginia limited liability company.

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the term hereof, including any and all renewal terms, subject to the terms, conditions and limitations herein contained, as a free standing out patient health center, and for such uses reasonably related and incidental thereto, including, but not limited to, emergency room facilities, an endoscopy unit and physicians' offices.

INITIAL TERM

Section 3: The initial term of this Lease shall be for a period of Fifteen (15) years, commencing on July 31, 2014, and ending on July 30, 2029, subject, however, to the rentals, terms and conditions hereinafter set forth.

BASE RENT

Section 4: Commencing July 31, 2014, Tenant shall pay Base Rent in an annual amount and rate of \$39.38 per square foot for the portion of the gross building area of the Building available for occupancy by Tenant for the emergency room facilities ("Emergency Room Phase") and endoscopy facilities ("Endoscopy Phase"), as designated on Exhibit A or as amended by change order in accordance herewith, from and after the date of such availability of each such phase for each year of the first five (5) years of the initial term of this Lease, or each year of the remainder of the first five (5) years of the initial term of this Lease from and after such date of availability, as the case may be. Also commencing July 31, 2014, Tenant shall further pay Base Rent in an amount and rate of \$10,000.00 per month for the first two (2) years of the initial term of this Lease, until and unless adjusted as herein provided, for the remaining portions of the area of the Building shell space designated for Tenant's use for physicians' offices on Exhibit A or as amended by change order in accordance herewith. Provided, that, as physicians' offices are constructed by Landlord upon Tenant's written order, provided to Landlord during said two (2) year period, for construction of the same, Tenant shall pay Base Rent in an annual amount and rate of \$21.50 per square foot for such completed office space ("Tenant Physicians' Offices") from and after the date it is made available by Landlord to Tenant for occupancy for such purposes for each year of the remainder of the first five (5) years of the initial term of this Lease, and if such Tenant Physicians' Offices are made available during said two (2) year period, then from and after each such date of availability, the initial \$10,000.00 monthly Base Rent for the entirety of the shell space designated for Tenant's use for physicians' offices shall be reduced ratably for the remainder of said two (2) year period from and after each such date of availability based upon the percentage of total space completed for Tenant Physicians' Offices as of each such date. Provided, that commencing July 31, 2016 Tenant's obligation to pay rent for any of the space designated for Tenant's use for physicians' offices which has not been occupied or made available for Tenant Physicians' Offices, or for which a written order for construction of the same has not been received by Landlord, as of such date, shall cease and Landlord may rent the same for its benefit and for such purposes and upon such terms as Landlord may determine, subject only to such restrictions as may apply by the terms of this Lease or otherwise. For and during each of the remaining two (2) five (5) year periods of the initial term of this Lease all Base Rent for the Emergency Room Phase, Endoscopy Phase and Tenant Physicians' Offices may be modified by Landlord, not to exceed an increase for each such successive five (5) year period by ten (10%) per cent of the amount and rate of such Base Rent in effect upon the expiration of the immediately preceding five (5) year period. Provided, that in the event the cost of construction pursuant to change orders required by Section 5 hereof, exceeds the total project cost reflected on Exhibit B hereto, all of the Base Rent due and to become due hereunder shall be increased for the initial term of this Lease, commencing on the respective commencement dates for payment of rent herein provided, by an amount equal to ten (10%) per cent of the increase in such cost of construction in excess of said total project cost.

Such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the first day of each calendar month, being the first day of each lease month hereunder, during the term hereof. The first month's rent is due and payable to Landlord July 31, 2014, and all required rental payments shall be made to Belpre IV, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address. Provided, that in the event of the availability of any portions of the Building for occupancy occurring during a lease month based upon the commencement date of this Lease, the Base Rent for the remaining portion of such month shall be prorated and due on such date of availability, and subsequent monthly installments of said Base Rent shall be due and payable in advance on the first day of each lease month during the remainder of such term.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 5: Landlord shall construct on the Demised Premises the Building, parking lots and sidewalks for the use and occupancy of Tenant, such Building, parking lots and sidewalks to be constructed and provided to Tenant as a complete turnkey project on the dates herein provided in accordance with the project design of the said Trinity Health Group, in accordance with the project budget marked as Exhibit B and attached to and made a part of this Lease and in accordance with Exhibit A. Tenant shall provide and construct at its cost the special buildout items described on Exhibit C attached to and made a part of this Lease.

The final plans and specifications for such construction shall provide for and permit construction of the Building, parking lots and sidewalks in strict accordance with the total project budget reflected on Exhibit B, are to be provided to Landlord on or before June 30, 2013, and are to be approved by both Tenant and Landlord not more than thirty (30) days after receipt by both parties. Provided, that Landlord may make minor changes in material and construction detail described in such plans and specifications, provided the quality, design and appearance of the Building and building materials are not materially altered. Construction shall be commenced as soon as practicable after the execution of this Lease, and Landlord and Tenant shall cause construction to be completed to permit occupancy by Tenant for the purposes of this Lease, except as herein provided or unless delayed by causes beyond the control of Landlord or Tenant, as follows: i) for the Emergency Room Phase and Building shell as designated on Exhibit A on or before July 31, 2014; ii) for Endoscopy Phase as designated on Exhibit A on or before August 31, 2014; and iii) for individual physician's offices within the areas of the Building shell space so designated on Exhibit A within a commercially reasonable time after receipt by Landlord of Tenant's written order for construction thereof. Any construction or alteration or modification resulting in any change in the total project cost reflected on Exhibit B shall be approved by both Landlord and Tenant and shall be documented by written change order signed by both such parties, and any increase in costs of construction over and above those enumerated in the total project cost reflected on Exhibit B shall result in the increase in Base Rent as provided in Section 4 above.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

EXTERIOR MAINTENANCE

Section 6: Except as expressly otherwise provided herein, Tenant shall maintain and keep the exterior of the Demised Premises in good order and repair including, but not limited to, the roof, walls, gutters, downspouts, canopies, exterior doors, supply lines for gas, electric, and water, drainage and sewer lines, entrances and exits, sidewalks and parking areas, including cleaning and maintaining sidewalks and parking areas, including, but not limited to snow and ice removal, landscaping, and providing trash removal. Landlord shall make all structural repairs to the Building and all interior repairs, by reason of any exterior or structural defect, including but not limited to, leaks, broken pipes and falling plaster.

COMMON AREAS

Section 7: In connection with this Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises in the Development Site, as hereinafter defined, using the access ways, in monthly installments to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

INTERIOR MAINTENANCE

Section 8: Except as expressly otherwise provided herein, Tenant will maintain the interior of the Building on the Demised Premises in good order and repair, reasonable and ordinary wear and tear excepted, and all interior repairs and maintenance, including, but not limited to, the HVAC system and utility fixtures, are to be the responsibility of Tenant.

UTILITIES AND SERVICES

Section 9: Tenant shall be responsible for the payment of all utility services rendered to the Demised Premises for the Tenant's use including but not limited to water and sewer, gas, and electric.

TAXES

Section 10: The payment of all taxes and assessments levied or assessed against the real estate of which the Demised Premises are a part, shall be the responsibility of Landlord and/or other owners thereof. However, Tenant shall reimburse Landlord for its prorata share of the actual costs of the gross taxes and assessments based upon the percentage which the appraised value of the real estate and improvements constituting the Demised Premises constitutes of the appraised value of all real estate and improvements assessed together with the Demised Premises. Upon the taxes and assessments being levied and assessed against the Demised Premises separately, Tenant shall reimburse Landlord the actual costs of such separately levied and assessed gross taxes and assessments. In any event, such charges shall be budgeted and billed in advance annually by Landlord, shall be payable in monthly installments to be paid with Tenant's payments of Base Rent and shall be subject to an annual adjustment based upon the actual costs of such taxes and assessments for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below the amount billed by Landlord therefor, at the end of each fiscal year ending December 31 for which such costs were so budgeted and billed. Tenant shall pay any personal property taxes which may be levied against its property subject thereto.

INSURANCE; INDEMNIFICATION

Section 11: Throughout the term of this Lease Tenant will maintain in effect fire, extended coverage and special perils property insurance for the full insurable replacement value of the Demised Premises, as determined, and as determined from time to time throughout the term of this Lease, by the underwriter for Tenant's insurer. Tenant shall name Landlord and any mortgagee as additional insureds under said policy. In case of fire, extended coverage or special perils casualty, the proceeds of such insurance shall be first applied to the repair of any damage and the surplus paid to Landlord.

Tenant shall procure and maintain during the Term of this Lease a policy of commercial general liability insurance having a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00), covering "occurrences" arising from or related to the use and occupancy of the Demised Premises by Tenant and its patients, employees, agents, contractors, guests and invitees, further insuring Tenant's indemnification obligation hereunder, and naming Landlord and any mortgagee as additional insureds. At the end of each five (5) year period or term of this Lease, as the case may be, Tenant shall increase the amounts of such coverages of such liability insurance for the ensuing five (5) year period or term of this Lease, by an amount equal to the aggregate percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer, U.S. City Average, or any successor index ("CPI") over the immediately preceding five (5) year period. Provided, that in the event an aggregate percentage decrease occurs in the CPI during any such immediately preceding five (5) year period, no adjustment in said coverage amounts shall be made and the amounts of such coverages in effect during such immediately preceding five (5) year period shall remain in effect during the ensuing five (5) year period or term. Provided, however, that the requirement of such coverage and the limits thereof as herein provided, do not limit or define Tenant's obligation to indemnify Landlord hereunder nor limit the extent or amount of such obligation.

In addition, Tenant shall maintain Professional Liability Insurance with respect to its operations on the Demised Premises, with such insurance covering Tenant for all services rendered on the Premises. Tenant's Professional Liability Insurance shall provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, per policy year. Tenant shall also maintain Fire Legal Liability insurance in the amount of \$100,000. If and as permitted by the carriers for such coverages Tenant shall name Landlord and any mortgagee as additional insureds under said policies.

Tenant shall furnish to Landlord upon request a certificate of insurance issued by the insurance carrier of each of the aforesaid policies of insurance.

In the event Landlord obtains and carries income protection coverage pursuant to any policy or policies it maintains pertaining to the Demised Premises, Tenant shall reimburse Landlord the premium for such coverage, payable in monthly installments to be paid with Tenant's payments of Base Rent, the charges for which shall be budgeted, assessed and billed in advance annually by Landlord and shall be subject to an annual adjustment based upon the actual costs thereof for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed.

Tenant shall also be liable and responsible for any and all other insurance required for or by its use of and operation in and upon the Demised Premises, and Tenant may also carry insurance on the contents of the Demised Premises as it may desire.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against all liability, cost, expense, or damage (including, without limitation, attorneys fees) for bodily injury or property damage arising from: (i) the construction of the Demised Premises by Landlord, its contractors, agents or employees; or (ii) any defects in construction by Landlord, its contractors, agents or employees, or (iii) any failure by Landlord, its contractors, agents or employees to properly construct the Demised Premises in accordance with the approved project design of the said PM Construction, Inc. Tenant's review and approval of any plans, specifications, or any other documents shall not relieve Landlord from Landlord's obligations under the foregoing indemnification provision. Landlord shall procure and keep in effect from the execution date of this Lease until the completion of the Demised Premises, a Commercial General Liability insurance policy in the amount of Three Million Dollars (\$3,000,000.00) per occurrence, insuring all of Landlord's activities with respect to the Demised Premises, and a Builder's Risk Insurance policy insuring the Demised Premises for the full replacement cost of the Demised Premises until completion. Landlord shall name Tenant as an additional insured under the Builder's Risk Insurance policy and provide Tenant a certificate of such coverage upon request.

Notwithstanding the foregoing provision, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from Tenant's occupancy and/or use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the Demised Premises or the access ways to and from the Demised Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend Landlord at Tenant's expense by counsel approved in writing by Landlord, to the extent or in the event such defense is not provided by applicable insurance coverage.

Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Landlord or Landlord's agents, employees or contractors, and from and against any and all costs, reasonable attorneys' fees, expenses and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend Tenant at Landlord's expense by counsel approved in writing by Tenant, to the extent or in the event such defense is not provided by applicable insurance coverage.

DAMAGE OR DESTRUCTION OF BUILDING

Section 12: If the Demised Premises are damaged or destroyed by fire or other casualty during the term of this Lease, the rent herein reserved shall abate entirely in case the Demised Premises are, in the judgment of the Tenant, rendered untenantable, and prorata in case a part only be untenantable, until the Demised Premises or such part are restored to tenantable condition. If such damage or destruction is covered by the insurance provided for in Paragraph 11 above, the Landlord shall with due diligence, repair and restore the Demised Premises to good and tenantable condition. Provided however, that (a) if the destruction or damage amounts to more than 50% of the insurable replacement value of the Demised Premises determined as aforesaid, either Landlord or Tenant may cancel and terminate this Lease by giving written notice to the other party within 30 days after the date such damage or destruction occurs; (b) if the entire Demised Premises are, in the judgment of the Tenant, untenantable, the term of this Lease shall be extended for a period equal to the time required for repair and restoration of the Demised Premises unless terminated under Subparagraph (a) of this Paragraph.

EMINENT DOMAIN

Section 13: In the event that any portion or all of the Demised Premises is taken pursuant to the exercise of any power of eminent domain, the proceeds of such taking shall be divided between Landlord and Tenant as their respective interests may appear.

ASSIGNMENT; RIGHT OF FIRST REFUSAL

Section 14: (a) Tenant may not assign this Lease or sublet the Demised Premises to any other person, partnership or corporation without written consent of Landlord, which consent shall not be unreasonably withheld.

(b) In the event Landlord exercises its right to assign this Lease, pursuant to a conveyance of the Demised Premises, Landlord shall give Tenant the privilege of purchasing the Demised Premises at the same purchase price and on the other terms of the offer to purchase made by the proposed assignee, provided Tenant is not in default hereunder at such time. This privilege shall be given by a notice sent to Tenant at the Demised Premises by certified mail, fax transmission or hand delivery, requiring Tenant to accept the offer in writing and to sign a contract within the period of thirty (30) days after the mailing or receipt of such notice to purchase the Demised Premises upon such terms. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall not affect this Lease, except to nullify and void the aforesaid privilege of Tenant, and Landlord shall be at liberty to sell the Demised Premises to any such proposed assignee thereafter. Provided, that in the event that Tenant does not exercise such right, but the transaction with such proposed assignee does not thereafter occur, then Tenant's privilege and right as herein described shall remain in effect for any and all subsequent proposed assignments in accordance with the aforesaid terms and conditions. Further provided, that the aforesaid right of Tenant shall not apply to any assignment of this Lease or conveyance of the Demised Premises to a party or parties related to Landlord, but further provided that such related party or parties shall accept such assignment and/or conveyance subject to this Lease and its terms and conditions, including this Section 14 and Tenant's aforesaid right. Further provided that the terms of this Section 14 shall not apply to a collateral assignment of this Lease to a lender or lenders of Landlord or any such related party or parties.

DEFAULT

Section 15: (a) If proceedings are commenced against Tenant in any court under a bankruptcy act or for the appointment of a Trustee or Receiver of Tenant's property either before or after commencement of the Lease term, or **(b)** if the rent or any other payments due from Tenant under this Lease, or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days after agreed due date per this Lease, or **(c)** if there shall be default in the performance of any other covenant or condition herein contained on the part of Tenant for more than 30 days after written notice of such default by Landlord, then Tenant's right to possession pursuant to this Lease, if Landlord so elects, shall thereupon cease, and Landlord shall have the right to reenter or repossess the premises by summary proceedings, surrender or otherwise, and to dispossess and remove therefrom the Tenant or other occupants thereof, and its effects, without being liable to prosecution therefore. In such case, Landlord may, at its option, relet the Demised Premises as the agent of Tenant, and Tenant shall pay to Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of reentry or repossession, and the lesser amount, if any, received or to be received under such reletting for such portion of the term, together with Landlord's fees and costs, including reasonable attorney fees, incurred by Landlord in enforcing its remedies hereunder and reletting the Demised Premises. Tenant hereby expressly waives service of notice of intention to reenter or of instituting legal proceedings to that end.

RENEWAL OPTION

Section 16: Provided it is not in default hereunder, Tenant shall have the option to renew this Lease for three (3) five (5) year terms by written notice to Landlord, given at least 180 days prior to the end of the existing term or renewal term, each upon the same terms and conditions herein set forth except that the Base Rent for each renewal term may be modified by Landlord, not to exceed an increase for each successive five (5) year term of 10% of the amount of Base Rent payable during the immediately preceding five (5) year period or term of this Lease. Except as expressly otherwise indicated, reference herein to the term of this Lease shall include reference to any renewal term hereof.

ALTERATION

Section 17: Tenant shall make no alteration to the Demised Premises without prior written consent of Landlord.

LIENS

Section 18: Tenant shall not permit mechanics' liens to be filed against the fee of the Demised Premises or against Tenant's leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's liens shall at any time be filed against the Demised Premises based on any act or failure to act on the part of Tenant and Tenant shall fail to remove the same within thirty (30) days thereafter, such failure shall constitute a default under the provisions of this Lease. Notwithstanding the foregoing, Tenant shall have the right, at its own expense and after prior written notice to Landlord, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if Landlord shall notify Tenant that, in the reasonable opinion of counsel, by nonpayment of any such items the Demised Premises will be subject to imminent loss or forfeiture, Tenant shall promptly cause such lien to be discharged of record.

ACCESS TO PREMISES

Section 19: Landlord and its representatives shall have the right to enter the Demised Premises during Tenant's normal business hours, upon reasonable advance notice, which notice shall not be required in the case of an emergency, in order to inspect the same, or to make repairs and to maintain the Demised Premises if required by the terms hereof.

LANDLORD COVENANTS

Section 20: Landlord covenants and warrants that Landlord has good title to the Demised Premises and authority to make this Lease; that Tenant, upon paying the rent and keeping and performing the covenants and conditions of this Lease on Tenant's part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy the Demised Premises during the full term of the Lease without hindrance by Landlord or by any person whatsoever.

LEASE SUBORDINATE TO ENCUMBRANCES

Section 21: This Lease is subject and subordinate to any mortgages or deeds of trust now on or hereafter placed against the Demised Premises and to advances made or that may be made on account of such encumbrances, to the full extent of the principal sums secured thereby and interest thereon; provided, however, that in the event of default by Landlord upon any note secured by such mortgage or trust deed, the holder thereof shall be required to notify the Tenant of the same forthwith or lose the benefit of this provision. In the event Landlord fails to make any payment on account of principal or interest on any mortgage or deed of trust note affecting the Demised Premises, Tenant shall, upon written notice to Landlord, have the right to pay the rent accruing under this Lease directly to the holder of such mortgage or deed of trust note and to deduct any sum so paid from subsequent installments of rent due hereunder.

NOTICE AND REASONABLE CONSENT

Section 22: All notices and statements required or permitted under this Lease shall be in writing, delivered by registered or certified mail, postage prepaid, addressed as follow:

As to Landlord:	Belpre IV, LLC 1000 Grand Central Mall Vienna, WV 26105
As to Tenant:	Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to is shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed.

SEVERABILITY

Section 23: In the event that any provision of this Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

BINDING EFFECT

Section 24: The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

AMENDMENT

Section 25: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RESTRICTIONS ON USE

Section 26: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

Notwithstanding any other provision of this Lease, and without limitation to the foregoing provisions of this Section 26, Tenant shall not conduct or permit to be conducted upon the Demised Premises any CT scan procedures except pursuant to the existing agreement between Tenant and Health Bridge Imaging, Limited Liability Company ("Health Bridge"), a tenant on an adjacent tract, during the term of such agreement, and, for a period ending December 31, 2013. Tenant shall also not conduct or permit to be conducted upon the Demised Premises any MRI procedures except pursuant to the existing agreement by and between Tenant and Health Bridge, for the term of said agreement.

LANDLORD RESTRICTIONS; LANDLORD'S RESPONSIBILITY

Section 27: With the exception of: 1) tenants leasing at, and services already being conducted on, the Development Site on December 1st, 2010 and 2) those services specified below as Noncompetitive Health Services, Landlord agrees that during the term of this Lease, Landlord shall not without the express written consent of Tenant: a) lease to any other prospective tenant intending to provide the same or similar services as Tenant at the Development Site; or b) allow any other tenant to conduct the same or similar services as Tenant at the Development Site. Landlord shall immediately notify Tenant of any other third party attempt to initiate discussions, solicit or negotiate with Landlord concerning the same or similar activities excluded by this Section 27. Landlord acknowledges and agrees that a breach or violation of this Section 27 will have an irreparable, material and adverse effect upon Tenant and that damages arising from any such breach or violation may be difficult to ascertain. However, in the event of a breach of this Section 27, Tenant may pursue actions and damages in law or equity available to Tenant.

The Development Site shall consist of all of the property owned by Landlord and Minnite Family, LLC, and the 2.890 acre tract owned by 601 Plaza L.L.C. and currently leased to Health Bridge, all reflected on that certain plat attached hereto and made a part hereof as "Exhibit D," and specifically excluding the "Industrial Lot" of 6.578 acres.

Noncompetitive Health Services: 1) Dentists; 2) oral surgeons; 3) ophthalmologists and/or optometrists; 4) chiropractors; 5) massage therapists; 6) mental health practitioners (including psychologists and/or psychiatrists); 7) home nursing offices; 8) dialysis clinics; 9) physical therapy providers; 10) retail pharmacy; 11) durable medical equipment providers (including prosthetic and ortho tic providers) and 12) podiatrists.

Landlord represents and warrants to Tenant that Landlord has not introduced and will not do anything to introduce, onto the Demised Premises from without the Demised Premises, any toxic or hazardous materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or extraction procedure toxicity or substances or materials which are listed on any of the Environmental Protection Agency's list of hazardous wastes, 42 U.S.C. Section 9601, et seq., 49 U.S.C. Sections 1801, et seq., 42 U.S.C. Section 6901, et seq., as the same may be amended from time to time ("Hazardous Materials").

SIGNS

Section 28: Tenant may, at its expense, install their company's standard sign on any existing monument sign, pole sign, or face mounted sign at the Demised Premises. Tenant shall submit to Landlord plans and specifications for such signs. All signs and installation must be approved by Landlord. Such approval shall not be unreasonably withheld. Tenant shall be responsible for all maintenance and upkeep of the signs. All additional signs (i.e. portable signs, banners, etc.) must be approved by the Landlord. Any signs permanently attached to the building are considered leasehold improvements and will remain with the Demised Premises after the end of the Lease.

SUBORDINATION

Section 29: Following the execution of this Lease, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement from Landlord's existing lender or lenders, if any, by which such lender or lenders agree not to disturb Tenant's possession of the Demised Premises so long as Tenant is not in material default of the terms of this Lease beyond any applicable cure period at the time if such lender or lenders foreclose on the Demised Premises. Tenant agrees to execute and deliver to Landlord any instruments that may be necessary or proper to subordinate this Lease. Additionally, both Landlord and Tenant shall execute and deliver to any lender or lenders or the other party hereto such stoppel certificates as may be reasonably requested by such lender or lenders or other party.

Tenant covenants and agrees that, during the term of this Lease, Tenant will furnish, to Landlord and any and all of Landlord's lenders maintaining a mortgage or other security instrument against the Demised Premises, financial statements for the preceding calendar or fiscal year, within ninety (90) days after the end of each such year, prepared by certified public accountants regularly engaged by Tenant for such purposes, in such form as such statements are regularly prepared, i.e. audited, reviewed or compiled, and in accordance with generally accepted accounting principles.

MISCELLANEOUS

Section 30: **a.** Each party shall bear their own costs and fees incurred for the negotiation and preparation of this Lease, and none of the parties shall be considered to be the drafter of this Lease, or any provision hereof, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

b. Except as herein otherwise provided, this Lease contains the entire agreement by and between the undersigned. No promises, representations, understandings or other warranties have been made by any party respecting the subject matter hereof, other than those expressly set forth herein. The parties further state that they have carefully read this Lease, know the contents of it, and sign the same as their own free, willing and voluntary act, both individually and on behalf of the entities they represent as set forth below.

c. The execution, acknowledgment and delivery of this Lease by the parties, and the performance of the terms, covenants, conditions and obligations under this Lease, including, but not limited to, the preparation, execution and delivery of such documents as required by or pursuant to this Lease, and the doing of all things necessary to consummate the transactions herein provided, have been duly authorized or ratified, approved and confirmed, as the case may be, by all necessary action of the parties, whether by the board of directors, the shareholders, members or otherwise, and the parties each represent and warrant that each of the officers executing and delivering this Lease does so with full and complete authority to do so for and on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____ 2013.

LANDLORD:

BELPRE IV, LLC

By: Minnite Family, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.

Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley

Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III

Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite

Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

By: /s/ Scott Cantley
Scott Cantley

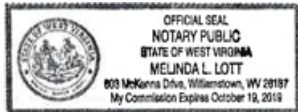
Its: President and CEO

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of June 2013 by Pat Minnite, Jr., the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

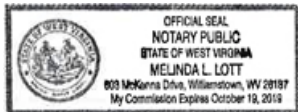
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of June 2013 by Karmyn M. Conley, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

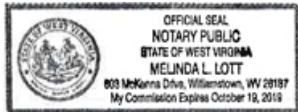
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of June 2013 by Pat Minnite, III, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

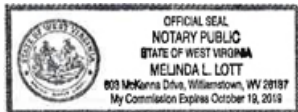
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of June 2013 by Jason R. Minnite, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

Notary Public

STATE OF OHIO

COUNTY OF WASHINGTON, TO WIT:

The foregoing instrument was acknowledged before me this 11th day of June 2013, by Scott Cantley, President and CEO of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

My commission expires: April 18, 2016

/s/ Deborah K. Beaver

Notary Public



DEBORAH K BEAVER, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES APRIL 18, 2016

THIS AMENDED LEASE, Made and entered into by and between Belpre IV, LLC, a West Virginia limited liability company, (hereinafter "Landlord"), and Marietta Memorial Hospital, an Ohio non profit corporation, (hereinafter "Tenant").

WHEREAS, the parties entered into an initial Lease of the Demised Premises, or a part thereof, for the purposes therein stated, executed and acknowledged June 11, 2013, and

WHEREAS, changes occurred in the plans and specifications for the construction and use of the Demised Premises and the rent paid and to be paid therefor, and the parties wish to amend said initial Lease accordingly as herein provided;

WITNESSETH: That for and in consideration of the mutual terms, covenants, provisions and conditions herein set forth, Landlord does hereby lease to Tenant, and Tenant does hereby hire and rent from Landlord those certain premises, hereinafter referred to as the "Demised Premises," as follows:

DEMISED PREMISES

Section 1: The Demised Premises consists of and are described as the gross building area of 55,300 square feet, pursuant to the project design of Trinity Health Group of the building ("Building"), located in the Health Bridge Medical Park, with the mailing address of 799 Farson Street, Belpre, Ohio 45714, together with the real estate upon which the Building parking lots, sidewalks and heliport are located, all as shown on the plats and floor plans included in the plans and specifications hereinafter described and those attached hereto as Exhibit A, being a part of the same real estate conveyed to Landlord by Minnite Family, LLC, a West Virginia limited liability company, by two (2) deeds as follows: (i) dated July 3, 2013 and recorded in the Washington County, Ohio Recorder's Office in Official Record 548, at Page 2183, and (ii) dated November 26, 2014 and recorded in said Recorder's Office in Official Record 574, at Page 937.

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the term hereof, including any and all renewal terms, subject to the terms, conditions and limitations herein contained, as a free standing out patient health center, and for such uses reasonably related and incidental thereto, including, but not limited to, emergency room facilities ("Emergency Room Phase"), an endoscopy unit ("Endoscopy Phase"), shared services phase, observation suite, building support, pain center, and heliport.

INITIAL TERM

Section 3: The initial term of this Lease shall be for a period of Fifteen (15) years, commencing on July 31, 2014, and ending on July 30, 2029, subject, however, to the rentals, terms and conditions hereinafter set forth.

BASE RENT

Section 4: It is hereby acknowledged and agreed that Base Rent was paid in the amount and manner provided in the initial lease through October, 2014, and that it was agreed by the parties that commencing November 2014 and thereafter that Tenant would pay Base Rent calculated in an annual amount and rate equal to ten (10%) percent of the amounts budgeted as reflected on Exhibit B and amendments to Exhibit B from time to time pursuant to change orders also referenced on Exhibit B and amendments thereto from time to time as additional portions of the Building space was constructed and completed by Landlord and made available by Landlord to Tenant for occupancy, for each year, or portion of each year on a prorated basis, for the remainder of the first five (5) years of the initial term of this Lease. It is further acknowledged and agreed that payment of Base Rent for the term of this Lease through March 31, 2016 is reflected on Exhibit A-1, and that such Base Rent has been calculated and paid in the manner described above incorporating agreed change orders 1 through 8, but that additional Base Rent attributable to agreed change order 9 incorporated in the calculation of Base Rent for the months of January, February and March 2016 has not been paid, and that, upon execution of this Amended Lease, Tenant shall execute amended Exhibit B, "effective 12-8-15," incorporating agreed change order 9, and that such additional Base Rent in the amount of \$10,491.00 shall be paid by Tenant to Landlord with the payment of the Base Rent for April 2016. It is further acknowledged and agreed that all construction by Landlord as herein defined has been completed, the entirety of the Demised Premises made available to Tenant in the manner herein provided as of March 31, 2016, and upon the execution of this Amended Lease the parties shall execute amended Exhibit B, "effective 3-31-16," incorporating agreed change order 10 in the calculation of Base Rent, and that commencing April 1, 2016, and for the remainder of the first five (5) years of the initial term of this Lease the Base Rent shall be an annual amount of \$2,474,644.00 per year, payable in monthly installments of \$206,220.00 each, commencing April 1, 2016 and on the first day of each month thereafter until and unless further modified. It is further agreed that copies of Exhibit B attached to the initial lease and copies of all amended Exhibits B shall be, and are, attached hereto and referenced herein collectively as "Exhibit B." For and during each of the remaining two (2) five (5) year periods of the initial term of this Lease all Base Rent for all purposes may be modified by Landlord, not to exceed an increase for each such successive five (5) year period of ten (10%) per cent of the amount and rate of such Base Rent in effect upon the expiration of the immediately preceding five (5) year period.

All such Base Rent shall be paid in equal monthly installments and shall be due and payable in advance on the first day of each calendar month during the term hereof. All required rental payments shall be made to Belpre IV, LLC, 1000 Grand Central Mall, Vienna, West Virginia 26105, and shall continue to be made at this address until Landlord advises of any change of address.

a. Late Fees: If the rental payment is not received within ten (10) days from the date due, a late fee equal to eight percent (8%) of the total outstanding rent and late fees shall be charged to Tenant monthly. Failure by the Landlord to enforce this provision in any one month shall not prevent Landlord from subsequently enforcing the same.

b. Returned Check Fees: In the event payment is made by check and such check is returned unpaid by the bank to Landlord, a returned check fee will be charged to Tenant in the amount of Thirty-Five and No/100^{ths} (\$35.00) Dollars.

CONSTRUCTION AND TENANT BUILDOUT REQUIREMENTS

Section 5: Landlord has constructed on the Demised Premises the Building, parking lots, sidewalks and heliport for the use and occupancy of Tenant, such Building, parking lots, sidewalks and heliport having been constructed and provided to Tenant as a complete turnkey project on any and all dates herein provided therefor in accordance with the project design of the said Trinity Health Group, in accordance with the project budget marked collectively as Exhibit B, including modifications by written change orders 1 through 10 of the parties reflected thereon and other changes requested by Tenant and in accordance with Exhibit A. Tenant has and shall continue to provide and construct at its cost the special buildout items described on Exhibit C.

It is acknowledged that the plans and specifications for such construction in strict compliance with the project budget reflected on Exhibit B as modified over time have been provided and approved by the parties as agreed in their initial Lease and as thereafter modified and agreed by the parties. Provided, that Landlord has made in accordance with their initial Lease and the agreement of the parties thereafter minor changes in material and construction detail described in such plans and specifications, but the quality, design and appearance of the Building and building materials were not materially altered thereby.

All construction work performed by Landlord shall be guaranteed by Landlord to Tenant for a period of one (1) year from and after the completion of such construction. However, the liability of Landlord therefor shall be limited to the repair and replacement of any such work found and determined to be defective during such one (1) year period.

EXTERIOR MAINTENANCE

Section 6: Except as expressly otherwise provided herein, Tenant shall maintain and keep the exterior of the Demised Premises in good order and repair including, but not limited to, the roof, walls, gutters, downspouts, canopies, exterior doors, supply lines for gas, electric, and water, drainage and sewer lines, entrances and exits, sidewalks, parking areas and heliport, including cleaning and maintaining sidewalks, parking areas and heliport, including, but not limited to snow and ice removal, landscaping, and providing trash removal. Landlord shall make all structural repairs to the Building and all interior repairs, by reason of any exterior or structural defect, including but not limited to, leaks, broken pipes and falling plaster.

COMMON AREAS

Section 7: In connection with this Lease of the Demised Premises, Landlord further grants to Tenant, its employees, agents, customers and business invitees, the non-exclusive right to use all access ways to and from the Demised Premises and public roadways. Tenant shall reimburse Landlord its prorated share of repair and maintenance costs for such access ways based upon the percentage which the gross building area of the Building constitutes of the gross building area of all buildings on premises in the Development Site, as hereinafter defined, using the access ways, in monthly installments to be paid with Tenant's payments of Base Rent, as budgeted, assessed and billed in advance annually by Landlord. Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed, and such charges shall be subject to an annual adjustment based upon the actual costs therefor for each fiscal year ending December 31.

INTERIOR MAINTENANCE

Section 8: Except as expressly otherwise provided herein, Tenant will maintain the interior of the Building on the Demised Premises in good order and repair, reasonable and ordinary wear and tear excepted, and all interior repairs and maintenance, including, but not limited to, the HVAC system and utility fixtures, are to be the responsibility of Tenant.

UTILITIES AND SERVICES

Section 9: Tenant shall be responsible for the payment of all utility services rendered to the Demised Premises for the Tenant's use including but not limited to water and sewer, gas, and electric.

TAXES

Section 10: The payment of all taxes and assessments levied or assessed against the real estate of which the Demised Premises are a part, shall be the responsibility of Landlord and/or other owners thereof. However, Tenant shall reimburse Landlord for its prorata share of the actual costs of the gross taxes and assessments based upon the percentage which the appraised value of the real estate and improvements constituting the Demised Premises constitutes of the appraised value of all real estate and improvements assessed together with the Demised Premises. Upon the taxes and assessments being levied and assessed against the Demised Premises separately,

Tenant shall reimburse Landlord the actual costs of such separately levied and assessed gross taxes and assessments. In any event, such charges shall be budgeted and billed in advance annually by Landlord, shall be payable in monthly installments to be paid with Tenant's payments of Base Rent and shall be subject to an annual adjustment based upon the actual costs of such taxes and assessments for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for the amount of any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below the amount billed by Landlord therefor, at the end of each fiscal year ending December 31 for which such costs were so budgeted and billed. Tenant shall pay any personal property taxes which may be levied against its property subject thereto.

INSURANCE; INDEMNIFICATION

Section 11: Throughout the term of this Lease Tenant will maintain in effect fire, extended coverage and special perils property insurance for the full insurable replacement value of the Demised Premises, as determined, and as determined from time to time throughout the term of this Lease, by the underwriter for Tenant's insurer. Tenant shall name Landlord and any mortgagee as additional insureds under said policy. In case of fire, extended coverage or special perils casualty, the proceeds of such insurance shall be first applied to the repair of any damage and the surplus paid to Landlord.

Tenant shall procure and maintain during the Term of this Lease a policy of commercial general liability insurance having a combined single limit for bodily injury and property damage of not less than Three Million Dollars (3,000,000.00), covering "occurrences" arising from or related to the use and occupancy of the Demised Premises by Tenant and its patients, employees, agents, contractors, guests and invitees, further insuring Tenant's indemnification obligation hereunder, and naming Landlord and any mortgagee as additional insureds. At the end of each five (5) year period or term of this Lease, as the case may be, Tenant shall increase the amounts of such coverages of such liability insurance for the ensuing five (5) year period or term of this Lease, by an amount equal to the aggregate percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer, U.S. City Average, or any successor index ("CPI") over the immediately preceding five (5) year period. Provided, that in the event an aggregate percentage decrease occurs in the CPI during any such immediately preceding five (5) year period, no adjustment in said coverage amounts shall be made and the amounts of such coverages in effect during such immediately preceding five (5) year period shall remain in effect during the ensuing five (5) year period or term. Provided, however, that the requirement of such coverage and the limits thereof as herein provided, do not limit or define Tenant's obligation to indemnify Landlord hereunder nor limit the extent or amount of such obligation.

In addition, Tenant shall maintain Professional Liability Insurance with respect to its operations on the Demised Premises, with such insurance covering Tenant for all services rendered on the Premises. Tenant's Professional Liability Insurance shall provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, per policy year. Tenant shall also maintain Fire Legal Liability insurance in the amount of \$100,000. If and as permitted by the carriers for such coverages Tenant shall name Landlord and any mortgagee as additional insureds under said policies.

Tenant shall furnish to Landlord upon request a certificate of insurance issued by the insurance carrier of each of the aforesaid policies of insurance.

In the event Landlord obtains and carries income protection coverage pursuant to any policy or policies it maintains pertaining to the Demised Premises, Tenant shall reimburse Landlord the premium for such coverage, payable in monthly installments to be paid with Tenant's payments of Base Rent, the charges for which shall be budgeted, assessed and billed in advance annually by Landlord and shall be subject to an annual adjustment based upon the actual costs thereof for each fiscal year ending December 31. Additionally, Tenant shall reimburse Landlord a lump sum amount for any increase in the actual costs over the amount billed by Landlord therefor, and Landlord shall refund to Tenant the amount of any decrease in the actual costs below such billed amount, at the end of each fiscal year ending December 31 for which such costs were budgeted, assessed and billed.

Tenant shall also be liable and responsible for any and all other insurance required for or by its use of and operation in and upon the Demised Premises, and Tenant may also carry insurance on the contents of the Demised Premises as it may desire.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against all liability, cost, expense, or damage (including, without limitation, attorneys fees) for bodily injury or property damage arising from: (i) the construction of the Demised Premises by Landlord, its contractors, agents or employees; or (ii) any defects in construction by Landlord, its contractors, agents or employees, or (iii) any failure by Landlord, its contractors, agents or employees to properly construct the Demised Premises in accordance with the approved project design of the said PM Construction, Inc. Tenant's review and approval of any plans, specifications, or any other documents shall not relieve Landlord from Landlord's obligations under the foregoing indemnification provision. Landlord shall procure and keep in effect from the execution date of this Lease until the completion of the Demised Premises, a Commercial General Liability insurance policy in the amount of Three Million Dollars (\$3,000,000.00) per occurrence, insuring all of Landlord's activities with respect to the Demised Premises, and a Builder's Risk Insurance policy insuring the Demised Premises for the full replacement cost of the Demised Premises until completion. Landlord shall name Tenant as an additional insured under the Builder's Risk Insurance policy and provide Tenant a certificate of such coverage upon request.

Notwithstanding the foregoing provision, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from Tenant's occupancy and/or use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the Demised Premises or the access ways to and from the Demised Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend Landlord at Tenant's expense by counsel approved in writing by Landlord, to the extent or in the event such defense is not provided by applicable insurance coverage.

Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims and damages (including reasonable attorneys' fees and costs) arising from any breach or default in the terms of this Lease, or arising from any act, negligence, fault, or omission of Landlord or Landlord's agents, employees or contractors, and from and against any and all costs, reasonable attorneys' fees, expenses and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend Tenant at Landlord's expense by counsel approved in writing by Tenant, to the extent or in the event such defense is not provided by applicable insurance coverage.

DAMAGE OR DESTRUCTION OF BUILDING

Section 12: If the Demised Premises are damaged or destroyed by fire or other casualty during the term of this Lease, the rent herein reserved shall abate entirely in case the Demised Premises are, in the judgment of the Tenant, rendered untenable, and prorata in case a part only be untenable, until the Demised Premises or such part are restored to tenable condition. If such damage or destruction is covered by the insurance provided for in Paragraph 11 above, the Landlord shall with due diligence, repair and restore the Demised Premises to good and tenable condition. Provided however, that (a) if the destruction or damage amounts to more than 50% of the insurable replacement value of the Demised Premises determined as aforesaid, either Landlord or Tenant may cancel and terminate this Lease by giving written notice to the other party within 30 days after the date such damage or destruction occurs; (b) if the entire Demised Premises are, in the judgment of the Tenant, untenable, the term of this Lease shall be extended for a period equal to the time required for repair and restoration of the Demised Premises unless terminated under Subparagraph (a) of this Paragraph.

EMINENT DOMAIN

Section 13: In the event that any portion or all of the Demised Premises is taken pursuant to the exercise of any power of eminent domain, the proceeds of such taking shall be divided between Landlord and Tenant as their respective interests may appear.

ASSIGNMENT; RIGHT OF FIRST REFUSAL

Section 14: (a) Tenant may not assign this Lease or sublet the Demised Premises to any other person, partnership or corporation without written consent of Landlord, which consent shall not be unreasonably withheld.

(b) In the event Landlord exercises its right to assign this Lease, pursuant to a conveyance of the Demised Premises, Landlord shall give Tenant the privilege of purchasing the Demised Premises at the same purchase price and on the other terms of the offer to purchase made by the proposed assignee, provided Tenant is not in default hereunder at such time. This privilege shall be given by a notice sent to Tenant at the Demised Premises by certified mail, fax transmission or hand delivery, requiring Tenant to accept the offer in writing and to sign a contract within the period of thirty (30) days after the mailing or receipt of such notice to purchase the Demised Premises upon such terms. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall not affect this Lease, except to nullify and void the aforesaid privilege of Tenant, and Landlord shall be at liberty to sell the Demised Premises to any such proposed assignee thereafter. Provided, that in the event that Tenant does not exercise such right, but the transaction with such proposed assignee does not thereafter occur, then Tenant's privilege and right as herein described shall remain in effect for any and all subsequent proposed assignments in accordance with the aforesaid terms and conditions. Further provided, that the aforesaid right of Tenant shall not apply to any assignment of this Lease or conveyance of the Demised Premises to a party or parties related to Landlord, but further provided that such related party or parties shall accept such assignment and/or conveyance subject to this Lease and its terms and conditions, including this Section 14 and Tenant's aforesaid right. Further provided that the terms of this Section 14 shall not apply to a collateral assignment of this Lease to a lender or lenders of Landlord or any such related party or parties.

DEFAULT

Section 15: (a) If proceedings are commenced against Tenant in any court under a bankruptcy act or for the appointment of a Trustee or Receiver of Tenant's property either before or after commencement of the Lease term, or (b) if the rent or any other payments due from Tenant under this Lease, or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days after agreed due date per this Lease, or (c) if there shall be default in the performance of any other covenant or condition herein contained on the part of Tenant for more than 30 days after written notice of such default by Landlord, then Tenant's right to possession pursuant to this Lease, if Landlord so elects, shall thereupon cease, and Landlord shall have the right to reenter or repossess the premises by summary proceedings, surrender or otherwise, and to dispossess and remove therefrom the Tenant or other occupants thereof, and its effects, without being liable to prosecution therefore. In such case, Landlord may, at its option, relet the Demised Premises as the agent of Tenant, and Tenant shall pay to Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of reentry or repossession, and the lesser amount, if any, received or to be received under such reletting for such portion of the term, together with Landlord's fees and costs, including reasonable attorney fees, incurred by Landlord in enforcing its remedies hereunder and reletting the Demised Premises. Tenant hereby expressly waives service of notice of intention to reenter or of instituting legal proceedings to that end.

RENEWAL OPTION

Section 16: Provided it is not in default hereunder, Tenant shall have the option to renew this Lease for three (3) five (5) year terms by written notice to Landlord, given at least 180 days prior to the end of the existing term or renewal term, each upon the same terms and conditions herein set forth, except that the Base Rent for each renewal term may be modified by Landlord, not to exceed an increase for each successive five (5) year term of 10% of the amount and rate of Base Rent in effect upon the expiration of the immediately preceding five (5) year period or term of this Lease. Except as expressly otherwise indicated, reference herein to the term of this Lease shall include reference to any renewal term hereof.

ALTERATION

Section 17: Tenant shall make no alteration to the Demised Premises without prior written consent of Landlord.

LIENS

Section 18: Tenant shall not permit mechanics' liens to be filed against the fee of the Demised Premises or against Tenant's leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's liens shall at any time be filed against the Demised Premises based on any act or failure to act on the part of Tenant and Tenant shall fail to remove the same within thirty (30) days thereafter, such failure shall constitute a default under the provisions of this Lease. Notwithstanding the foregoing, Tenant shall have the right, at its own expense and after prior written notice to Landlord, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if Landlord shall notify Tenant that, in the reasonable opinion of counsel, by nonpayment of any such items the Demised Premises will be subject to imminent loss or forfeiture, Tenant shall promptly cause such lien to be discharged of record.

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to is shall be sent. Notice shall be deemed given at the delivery time shown on the return receipt, at the time of refusal shown on said notice, or date of the first notice thereof if returned unclaimed.

SEVERABILITY

Section 23: In the event that any provision of this Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

BINDING EFFECT

Section 24: The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

AMENDMENT

Section 25: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RESTRICTIONS ON USE

Section 26: Tenant shall not allow, permit or suffer any condition, circumstance or activity in, upon or regarding the Demised Premises which constitutes a public or private nuisance, and Tenant will observe and comply with all present and future laws, rules ordinances, and regulations of the United States of America, the State of Ohio, the County of Washington, City of Belpre, and of any other governmental or regulatory authority or agency with respect to its use and occupancy of the Demised Premises and its operations thereon, including but not limited to, environmental laws and regulations applicable thereto, and shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, losses and expenses (including reasonable attorney fees and costs) arising in connection with Tenant's failure to comply with the provisions of this section.

LANDLORD RESTRICTIONS; LANDLORD'S RESPONSIBILITY

Section 27: With the exception of: 1) tenants leasing at, and services already being conducted on, the Development Site on December 1st, 2010 and 2) those services specified below as Noncompetitive Health Services, Landlord agrees that during the term of this Lease, Landlord shall not without the express written consent of Tenant: a) lease to any other prospective tenant intending to provide the same or similar services as Tenant at the Development Site; or b) allow any other tenant to conduct the same or similar services as Tenant at the Development Site. Landlord shall immediately notify Tenant of any other third party attempt to initiate discussions, solicit or negotiate with Landlord concerning the same or similar activities excluded by this Section 27. Landlord acknowledges and agrees that a breach or violation of this Section 27 will have an irreparable, material and adverse effect upon Tenant and that damages arising from any such breach or violation may be difficult to ascertain. However, in the event of a breach of this Section 27, Tenant may pursue actions and damages in law or equity available to Tenant.

The Development Site shall consist of all of the property owned by Landlord and Minnite Family, LLC, and the 2.819 acre tract owned by 601 Plaza L.L.C. and currently leased to Health Bridge, all reflected on that certain plat attached hereto and made a part hereof as "Exhibit D," and specifically excluding the tract of 5.972 acres owned by 601 Plaza L.L.C. and reflected on Exhibit D.

Noncompetitive Health Services: 1) Dentists; 2) oral surgeons; 3) ophthalmologists and/or optometrists; 4) chiropractors; 5) massage therapists; 6) mental health practitioners (including psychologists and/or psychiatrists); 7) home nursing offices; 8) dialysis clinics; 9) physical therapy providers; 10) retail pharmacy; 11) durable medical equipment providers (including prosthetic and orthotic providers) and 12) podiatrists.

Landlord represents and warrants to Tenant that Landlord has not introduced and will not do anything to introduce, onto the Demised Premises from without the Demised Premises, any toxic or hazardous materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or extraction procedure toxicity or substances or materials which are listed on any of the Environmental Protection Agency's list of hazardous wastes, 42 U.S.C. Section 9601, et seq., 49 U.S.C. Sections 1801, et seq., 42 U.S.C. Section 6901, et seq., as the same may be amended from time to time ("Hazardous Materials").

SIGNS

Section 28: Tenant may, at its expense, install their company's standard sign on any existing monument sign, pole sign, or face mounted sign at the Demised Premises. Tenant shall submit to Landlord plans and specifications for such signs. All signs and installation must be approved by Landlord. Such approval shall not be unreasonably withheld. Tenant shall be responsible for all maintenance and upkeep of the signs. All additional signs (i.e. portable signs, banners, etc.) must be approved by the Landlord. Any signs permanently attached to the building are considered leasehold improvements and will remain with the Demised Premises after the end of the Lease.

SUBORDINATION

Section 29: Following the execution of this Lease, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement from Landlord's existing lender or lenders, if any, by which such lender or lenders agree not to disturb Tenant's possession of the Demised Premises so long as Tenant is not in material default of the terms of this Lease beyond any applicable cure period at the time if such lender or lenders foreclose on the Demised Premises. Tenant agrees to execute and deliver to Landlord any instruments that may be necessary or proper to subordinate this Lease. Additionally, both Landlord and Tenant shall execute and deliver to any lender or lenders or the other party hereto such estoppel certificates as may be reasonably requested by such lender or lenders or other party.

Tenant covenants and agrees that, during the term of this Lease, Tenant will furnish, to Landlord and any and all of Landlord's lenders maintaining a mortgage or other security instrument against the Demised Premises, financial statements for the preceding calendar or fiscal year, within ninety (90) days after the end of each such year, prepared by certified public accountants regularly engaged by Tenant for such purposes, in such form as such statements are regularly prepared, i.e. audited, reviewed or compiled, and in accordance with generally accepted accounting principles.

MISCELLANEOUS

Section 30: a. Each party shall bear their own costs and fees incurred for the negotiation and preparation of this Lease, and none of the parties shall be considered to be the drafter of this Lease, or any provision hereof, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

b. Except as herein otherwise provided, this Lease contains the entire agreement by and between the undersigned. No promises, representations, understandings or other warranties have been made by any party respecting the subject matter hereof, other than those expressly set forth herein. The parties further state that they have carefully read this Lease, know the contents of it, and sign the same as their own free, willing and voluntary act, both individually and on behalf of the entities they represent as set forth below.

c. The execution, acknowledgment and delivery of this Lease by the parties, and the performance of the terms, covenants, conditions and obligations under this Lease, including, but not limited to, the preparation, execution and delivery of such documents as required by or pursuant to this Lease, and the doing of all things necessary to consummate the transactions herein provided, have been duly authorized or ratified, approved and confirmed, as the case may be, by all necessary action of the parties, whether by the board of directors, the shareholders, members or otherwise, and the parties each represent and warrant that each of the officers executing and delivering this Lease does so with full and complete authority to do so for and on behalf of the respective parties.

d. All of the aforesaid Exhibits are attached to and made a part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Lease this 14th day of April 2016.

LANDLORD:

BELPRE IV, LLC

By: Minnite Family, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.

Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley

Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III

Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite

Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

By: /s/ Scott Cantley
Scott Cantley

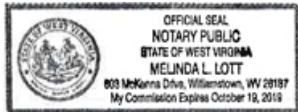
Its: President and CEO

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 14th day of April 2016 by Pat Minnite, Jr., the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

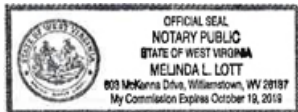
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 14th day of April 2016 by Karmyn M. Conley, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

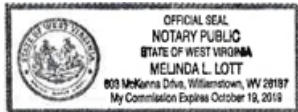
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 14th day of April 2016 by Pat Minnite, III, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

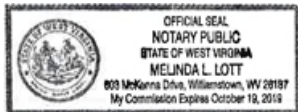
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 14th day of April 2016 by Jason R. Minnite, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

Notary Public

STATE OF OHIO

COUNTY OF WASHINGTON, TO WIT:

The foregoing instrument was acknowledged before me this 15th day of April 2016, by Scott Cantley, President and CEO of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

My commission expires: April 18, 2016

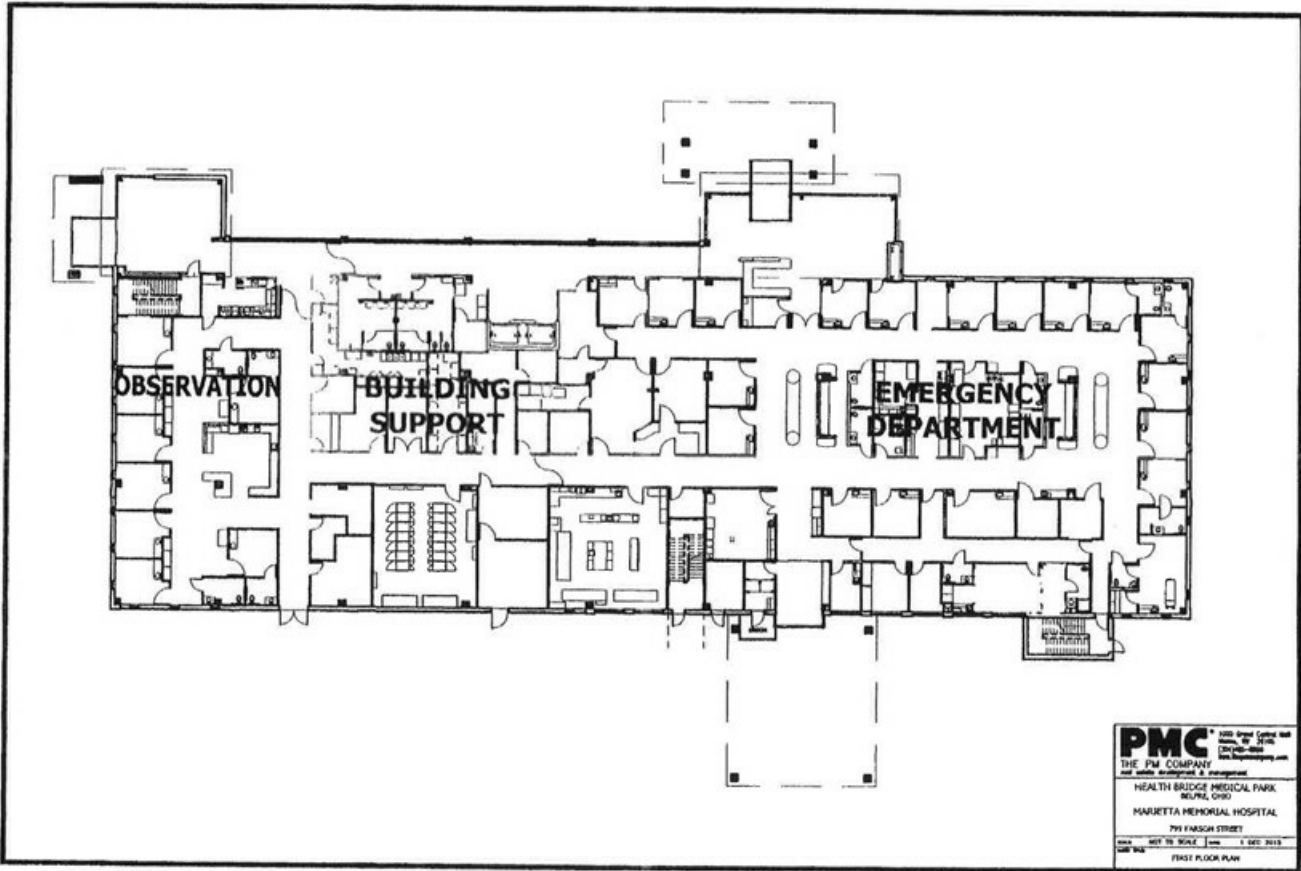
/s/ Deborah K. Beaver

Notary Public

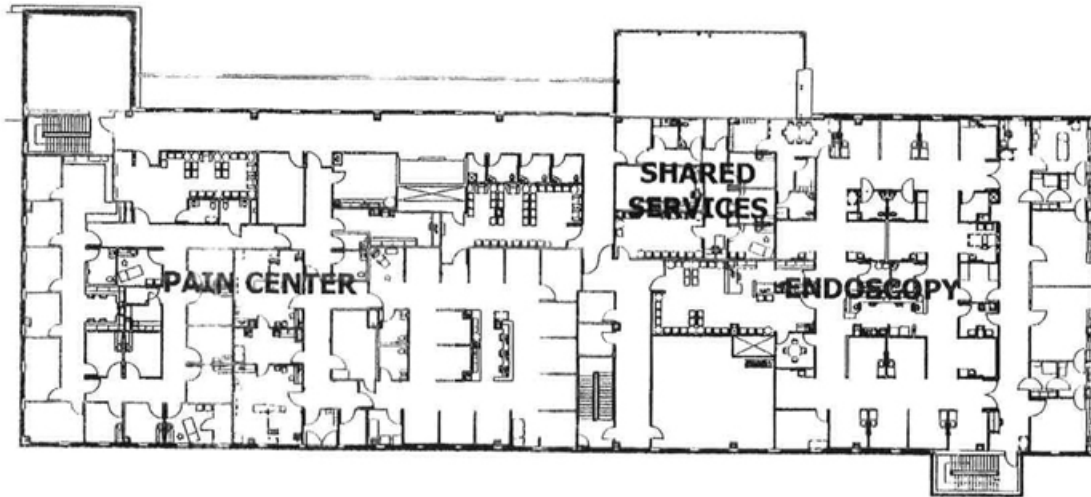


DEBORAH K BEAVER, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES APRIL 18, 2016

EXHIBIT A



PMC 2002 Grand Central Ave
Columbus, OH 43215
614.447.4000
info@pmcgroup.com
and safety, development & management
THE PM COMPANY
HEALTH BRIDGE MEDICAL PARK
BIRMINGHAM, OHIO
MAURITTA MEMORIAL HOSPITAL
799 FARMER STREET
DATE: MAY 10, 2011 SCALE: 1/8" = 1'-0" DEC. 2010
JOB NO. FIRST FLOOR PLAN



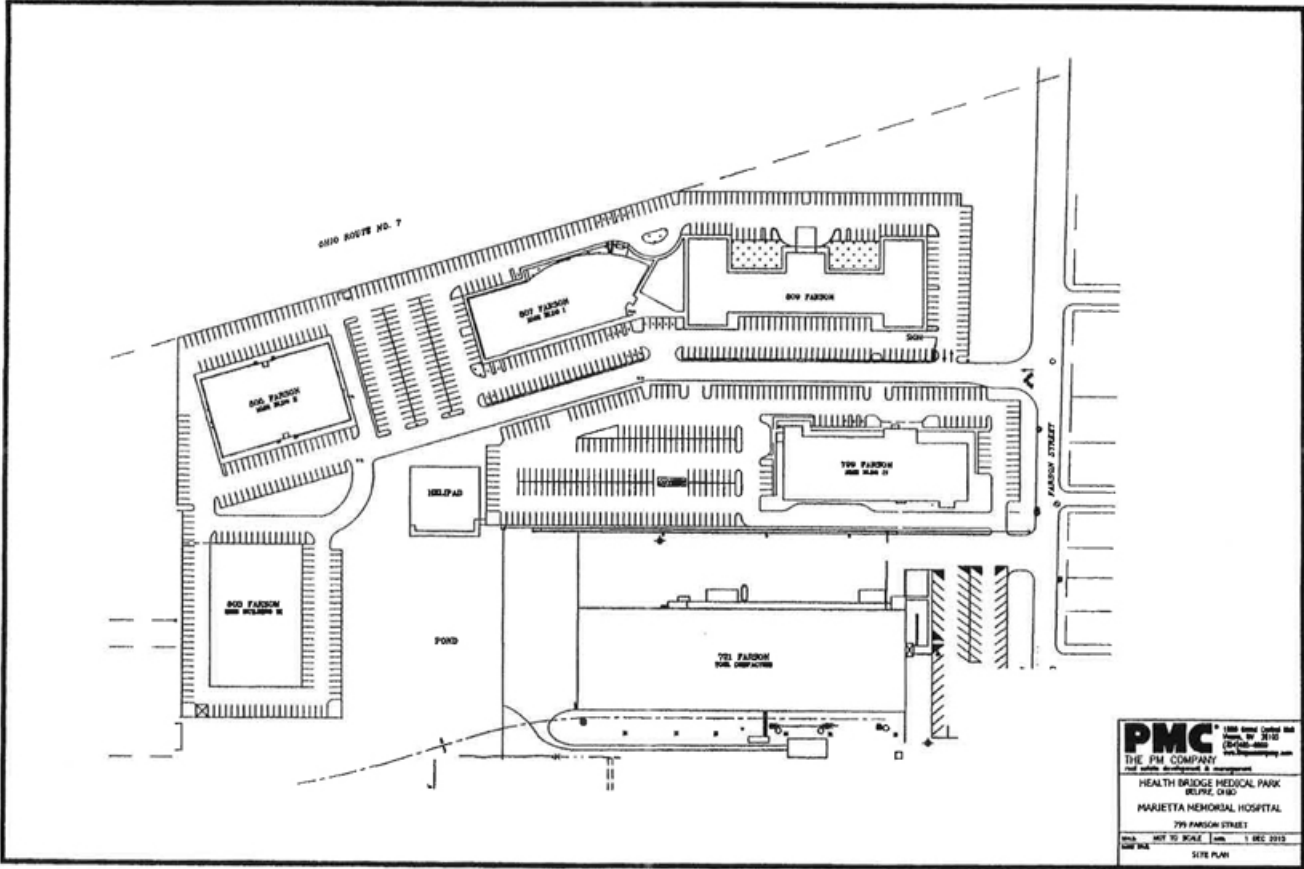
PMC 100 Canal Center Rd
Alexandria, VA 22304
703.688.4200
www.pmcgroup.com

THE PM COMPANY
Architectural, Engineering, & Construction

HEALTH BRIDGE MEDICAL PARK
SUITE 1000

MARZETTA MEMORIAL HOSPITAL
700 MADISON STREET

DATE: 01/10/2013 SCALE: 1/8" = 1'-0" DATE: 01/10/2013
JOB NO. SECOND FLOOR PLAN



PMC 1888 Grand Central Mall
 Suite 101
 (216) 442-4400
 pmc@pmccompany.com

THE PM COMPANY
 Real Estate Development & Management

HEALTH BRIDGE MEDICAL PARK
 DELAWARE, OHIO

MARIETTA MEMORIAL HOSPITAL

799 FARRON STREET

DATE: MAY 10, 2011 1:00 PM
 SHEET NO. SITE PLAN

EXHIBIT A-1

Check No. / Payment ID	Payee Name / Customer Name	Invoice No. / Account Number	Amount Paid
BANK: A - UNITED BANK			
DEPOSIT: 2	DATE: 08/28/14		
047503	Marietta Memorial/Aug. 14 Marietta Memorial Hospital (MMH345)	Check Payment on Account	\$ 80,000.00 \$ 80,000.00
		CHECK # 047503 TOTAL:	\$ 80,000.00
DEPOSIT 2 TOTAL:			\$ 80,000.00
DEPOSIT: 3	DATE: 09/04/14		
1	Marietta Memorial Hospital Marietta Memorial Hospital (MMH345) Marietta Memorial Hospital (MMH345)	Transfer Invoice : -UA000001 Invoice : 000001	\$ 0.00 \$ (80,000.00) \$ 80,000.00
		TRANSFER TOTAL:	\$ 0.00
DEPOSIT 3 TOTAL:			\$ 0.00
DEPOSIT: 4	DATE: 09/18/14		
048282	Marietta Memorial/Aug. 14 Marietta Memorial Hospital (MMH345)	Check Invoice : 000002	\$ 80,000.00 \$ 80,000.00
		CHECK # 048282 TOTAL:	\$ 80,000.00
DEPOSIT 4 TOTAL:			\$ 80,000.00
DEPOSIT: 5	DATE: 10/06/14		
050570	Marietta Memorial/Oct. 14 Marietta Memorial Hospital (MMH345)	Check Invoice : 10201401	\$ 80,000.00 \$ 80,000.00
		CHECK # 050570 TOTAL:	\$ 80,000.00
DEPOSIT 5 TOTAL:			\$ 80,000.00
DEPOSIT: 6	DATE: 11/10/14		
141107	Marietta Memorial/Nov. 14 Marietta Memorial Hospital (MMH345)	Check Invoice : 11201401	\$ 162,600.00 \$ 162,600.00
		CHECK # 141107 TOTAL:	\$ 162,600.00
DEPOSIT 6 TOTAL:			\$ 162,600.00
DEPOSIT: 7	DATE: 12/08/14		
141205	Marietta Memorial/Dec. 14 Marietta Memorial Hospital (MMH345)	Check Invoice : 12201401	\$ 162,600.00 \$ 162,600.00
		CHECK # 141205 TOTAL:	\$ 162,600.00
DEPOSIT 7 TOTAL:			\$ 162,600.00
DEPOSIT: 8	DATE: 01/16/15		
141231	Marietta Memorial/Jan. 15 Marietta Memorial Hospital (MMH345)	Check Invoice : 01201501	\$ 162,600.00 \$ 162,600.00
		CHECK # 141231 TOTAL:	\$ 162,600.00
DEPOSIT 8 TOTAL:			\$ 162,600.00
DEPOSIT: 9	DATE: 01/30/15		
150129	Marietta Memorial/Feb. 15 Marietta Memorial Hospital (MMH345)	Check Payment on Account	\$ 162,600.00 \$ 162,600.00
		CHECK # 150129 TOTAL:	\$ 162,600.00
DEPOSIT 9 TOTAL:			\$ 162,600.00
DEPOSIT: 10	DATE: 02/27/15		
150226	Marietta Memorial/March 15 Marietta Memorial Hospital (MMH345) Marietta Memorial Hospital (MMH345) Marietta Memorial Hospital (MMH345)	Check Invoice : -UA000002 Invoice : 02201501 Payment on Account	\$ 162,600.00 \$ (162,600.00) \$ 162,600.00 \$ 162,600.00
		CHECK # 150226 TOTAL:	\$ 162,600.00
DEPOSIT 10 TOTAL:			\$ 162,600.00


Check No. / Payment ID	Payee Name / Customer Name	Invoice No. / Account Number	Amount Paid
BANK: A - UNITED BANK			
DEPOSIT: 11 DATE: 04/02/15			
150401	Marietta Memorial/April 15	Check	\$ 162,600.00
	Marietta Memorial Hospital (MMH345)	Invoice : -UA000003	\$ (162,600.00)
	Marietta Memorial Hospital (MMH345)	Invoice : 03201501	\$ 162,600.00
	Marietta Memorial Hospital (MMH345)	Invoice : 04201501	\$ 162,600.00
		CHECK # 150401 TOTAL:	\$ 162,600.00
			DEPOSIT 11 TOTAL: \$ 162,600.00
DEPOSIT: 12 DATE: 05/04/15			
150501	Marietta Memorial/May 15	Check	\$ 162,600.00
	Marietta Memorial Hospital (MMH345)	Invoice : 05201501	\$ 162,600.00
		CHECK # 150501 TOTAL:	\$ 162,600.00
			DEPOSIT 12 TOTAL: \$ 162,600.00
DEPOSIT: 13 DATE: 05/11/15			
150508	Marietta Memorial/rent increas	Check	\$ 42,994.50
	Marietta Memorial Hospital (MMH345)	Invoice : 04201502	\$ 14,331.50
	Marietta Memorial Hospital (MMH345)	Invoice : 05201501	\$ 28,663.00
		CHECK # 150508 TOTAL:	\$ 42,994.50
			DEPOSIT 13 TOTAL: \$ 42,994.50
DEPOSIT: 14 DATE: 06/08/15			
150605	Marietta Memorial/June 2015	Check	\$ 191,263.00
	Marietta Memorial Hospital (MMH345)	Invoice : 06201501	\$ 191,263.00
		CHECK # 150605 TOTAL:	\$ 191,263.00
			DEPOSIT 14 TOTAL: \$ 191,263.00
DEPOSIT: 15 DATE: 07/06/15			
150702	Marietta Memorial/July 2015	Check	\$ 191,263.00
	Marietta Memorial Hospital (MMH345)	Payment on Account	\$ 191,263.00
		CHECK # 150702 TOTAL:	\$ 191,263.00
			DEPOSIT 15 TOTAL: \$ 191,263.00
DEPOSIT: 16 DATE: 08/14/15			
150813	Marietta Memorial/Aug. 2015	Check	\$ 191,263.00
	Marietta Memorial Hospital (MMH345)	Invoice : -UA000004	\$ (191,263.00)
	Marietta Memorial Hospital (MMH345)	Invoice : 07201501	\$ 191,263.00
	Marietta Memorial Hospital (MMH345)	Invoice : 08201501	\$ 191,263.00
		CHECK # 150813 TOTAL:	\$ 191,263.00
			DEPOSIT 16 TOTAL: \$ 191,263.00
DEPOSIT: 17 DATE: 08/28/15			
150827	Marietta Memorial/Sept. 2015	Check	\$ 191,263.00
	Marietta Memorial Hospital (MMH345)	Payment on Account	\$ 191,263.00
		CHECK # 150827 TOTAL:	\$ 191,263.00
			DEPOSIT 17 TOTAL: \$ 191,263.00
DEPOSIT: 18 DATE: 10/02/15			
151001	Marietta Memorial /Oct. 2015	Check	\$ 191,263.00
	Marietta Memorial (MMH345)	Invoice : -UA000005	\$ (191,263.00)
	Marietta Memorial (MMH345)	Invoice : 09201501	\$ 191,263.00
	Marietta Memorial (MMH345)	Invoice : 10201501	\$ 191,263.00
		CHECK # 151001 TOTAL:	\$ 191,263.00
			DEPOSIT 18 TOTAL: \$ 191,263.00

Check No. / Payment ID	Payee Name / Customer Name	Invoice No. / Account Number	Amount Paid
BANK: A - UNITED BANK			
DEPOSIT: 19	DATE: 11/09/15		
151106	Marietta Memorial /Nov. 2015	Check	\$ 191,263.00
	Marietta Memorial (MMH345)	Invoice : 11201501	\$ 191,263.00
		CHECK# 151106 TOTAL:	\$ 191,263.00
			DEPOSIT 19 TOTAL: \$ 191,263.00
DEPOSIT: 20	DATE: 12/11/15		
121115	Marietta Memorial /Dec. 2015	Check	\$ 191,263.00
	Marietta Memorial (MMH345)	Invoice : 12201501	\$ 191,263.00
		CHECK # 121115 TOTAL:	\$ 191,263.00
			DEPOSIT 20 TOTAL: \$ 191,263.00
DEPOSIT: 21	DATE: 01/13/16		
160107	Marietta Memorial /RNT RET INS	Check	\$ 193,385.46
	Marietta Memorial (MMH345)	Payment on Account	\$ 193,385.46
		CHECK # 160107 TOTAL:	\$ 193,385.46
			DEPOSIT 21 TOTAL: \$ 193,385.46
DEPOSIT: 22	DATE: 01/14/16		
1	Marietta Memorial	Transfer	\$ 0.00
	Marietta Memorial (MMH345)	Invoice : 11073	\$ 1,848.00
	Marietta Memorial (MMH345)	Invoice: 11069	\$ 274.46
	Marietta Memorial (MMH345)	Invoice : -UA000006	\$ (193,385.46)
	Marietta Memorial (MMH345)	Invoice : 01201601	\$ 191,263.00
		TRANSFER TOTAL:	\$ 0.00
			DEPOSIT 22 TOTAL: \$ 0.00
DEPOSIT: 23	DATE: 02/06/16		
160204	Marietta Memorial /Feb. 2016	Check	\$ 191,263.00
	Marietta Memorial (MMH345)	Invoice : 02201601	\$ 191,263.00
		CHECK # 160204 TOTAL:	\$ 191,263.00
			DEPOSIT 23 TOTAL: \$ 191,263.00
DEPOSIT: 24	DATE: 03/04/16		
160303	Marietta Memorial /March, RET	Check	\$ 276,742.78
	Marietta Memorial (MMH345)	Invoice : 11129	\$ 85,479.78
	Marietta Memorial (MMH345)	Invoice: 03201601	\$ 191,263.00
		CHECK # 160303 TOTAL:	\$ 276,742.78
			DEPOSIT 24 TOTAL: \$ 276,742.78
			TOTAL FOR BANK ID: A \$ 3,421,426.74
GRAND TOTAL OF ALL CHECKS:			\$ 3,421,426.74
GRAND TOTAL OF ALL CREDIT CARDS:			\$ 0.00
GRAND TOTAL OF ALL CASH:			\$ 0.00
GRAND TOTAL OF ALL EFT:			\$ 0.00
GRAND TOTAL OF ALL PAYMENTS:			\$ 3,421,426.74
GRAND TOTAL OF ALL ADJUSTMENTS:			\$ 0.00
COMBINED TOTAL:			\$ 3,421,426.74


**EXHIBIT B
DEVELOPMENT BUDGET FOR WORK COMPLETED AS OF 10-1-14
BELPRE EMERGENCY CARE/ENDOSCOPY CENTER**

Area - Sq. Ft.	Description	Sq. Ft.	Cost	Total	Work Completed to Date 10-1-14
1. 55,300	Shell and Core	\$ 110.00	\$ 6,083,000	\$ 6,083,000	
2. 14,800	Emergency Room	\$ 225.00	\$ 3,330,000	\$ 3,330,000	
3. 1,180	Laboratory	\$ 215.00	\$ 253,700	\$ 253,700	
4. 8,350	Endoscopy	\$ 215.00	\$ 1,784,500		
5. 2,100	Time Share	\$ 100.00	\$ 210,000	\$ 210,000	
6. 2,900	Building Support	\$ 125.00	\$ 188,500	\$ 188,500	
7. 8,353	Public and Administration Areas	\$ 125.00	\$ 1,044,125	\$ 1,044,125	
8.	New Radiographic Equipment Infrastructure		\$ 200,000	\$ 200,000	
9.	New CT Scanner Infrastructure		\$ 200,000	\$ 200,000	
10. 862	Information Technology	\$ 95.00	\$ 124,000	\$ 124,000	
11. 3,180	Canopies	\$ 150.00	\$ 477,000	\$ 477,000	
12. 4 acres	Site Work (4.0 AC), 176,000 sq. ft. parking, access roads, paving, lighting, utilities, sidewalks	\$ 6.00	\$ 1,056,000	\$ 1,056,000	
13.	Foundation Reinforcement		\$ 350,000	\$ 350,000	
14.	Emergency back-up generator		\$ 300,000	\$ 300,000	
15.	Professional design fees		\$ 368,000	\$ 368,000	
16.	Stair lower and elevators		\$ 640,000	\$ 640,000	
17. 16,755	Shell space 1st and 2nd floor - physician's offices	\$ 100.00	\$ 1,675,500		
18.	Contingency allowance for Interior construction		\$ 1,000,000	\$ 1,000,000	
	a. Boiler System for HVAC and underfloor heat (add into contingency allowance)				
	b. Class I-2 construction (add into contingency allowance)				
	TOTAL CONSTRUCTION BUDGET		\$ 19,284,325	\$ 15,824,325	
	Land Value (4 acres @ \$200,000 per acre)		\$ 800,000	\$ 800,000	
	TOTAL PROJECTED BUDGET		\$ 20,084,325	\$ 16,624,325	
	Total Change Orders 1-7 approved as of 10-1-14			\$ 2,887,674	
	TOTAL WORK COMPLETED TO DATE 10-1-14 INCLUDES CHANGE ORDERS 1-7			\$ 19,511,999	
	Rent for Physician's office space 16,755 sq. ft. @ \$21.50	\$ 360,232.50/year			
	Rent for remainder of building 38,545 sq. ft. @ \$39.38	\$ 1,517,902.10/year			
	Total building rent for 55,300 sq. ft.	\$ 1,878,134.50/year			

TENANT: MARIETTA MEMORIAL HOSPITAL

Approved by: 
 Title VP
 Date 10-1-14

LANDLORD: Belpre IV, LLC

Approved by: 
 Title _____
 Date 10/1/14

ADDITIONAL CHANGE ORDERS NOT INCLUDED IN TOTAL COST:

- SIGNAGE
- EXTERIOR ELEVATOR
- ADDITIONAL LAND FOR HELIPORT
- ADDITIONAL LAND FRONT CORNER ENTRY
- OPERATING ROOMS
- ADDITIONAL LANDSCAPING

	\$ 19,511,999	
	X 10%	
Rent for work completed to date	\$ 1,951,200	Per Year


Effective October 30, 2014

\$ 162,600 Per Month


**EXHIBIT B
DEVELOPMENT BUDGET FOR WORK COMPLETED AS OF 4-15-15
BELPRE EMERGENCY CARE/ENDOSCOPY CENTER**

Area - Sq. Ft.	Description	Sq. Ft. Cost	Total	Work Completed to Date 4-15-15
1. 55,300	Shell and Core	\$ 110.00	\$ 6,083,000	\$ 6,083,000
2. 14,800	Emergency Room	\$ 225.00	\$ 3,330,000	\$ 3,330,000
3. 1,180	Laboratory	\$ 215.00	\$ 253,700	\$ 253,700
4. 8,350	Endoscopy	\$ 215.00	\$ 1,784,500	\$ 1,784,500
5. 2,100	Time Share	\$ 100.00	\$ 210,000	\$ 210,000
6. 2,900	Building Support	\$ 125.00	\$ 188,500	\$ 188,500
7. 8,353	Public and Administration Areas	\$ 125.00	\$ 1,044,125	\$ 1,044,125
8.	New Radiographic Equipment Infrastructure		\$ 200,000	\$ 200,000
9.	New CT Scanner Infrastructure		\$ 200,000	\$ 200,000
10. 862	Information Technology	\$ 95.00	\$ 124,000	\$ 124,000
11. 3,180	Canopies	\$ 150.00	\$ 477,000	\$ 477,000
12. 4 acres	Site Work (4. 0 AC), 176,000 sq. ft. parking, access roads, paving, lighting, utilities, sidewalks	\$ 6.00	\$ 1,056,000	\$ 1,056,000
13.	Foundation Reinforcement		\$ 350,000	\$ 350,000
14.	Emergency back-up generator		\$ 300,000	\$ 300,000
15.	Professional design fees		\$ 368,000	\$ 368,000
16.	Stair tower and elevators		\$ 640,000	\$ 640,000
17. 16,755	Shell space 1st and 2nd floor - physician's offices	\$ 100.00	\$ 1,675,500	\$ 600,000
18.	Contingency allowance for interior construction		\$ 1,000,000	\$ 1,000,000
	a. Boiler System for HVAC and underfloor heat (add into contingency allowance)			
	b. Class I-2 construction (add into contingency allowance)			
	TOTAL CONSTRUCTION BUDGET		\$ 19,284,325	\$ 18,208,825
	Land Value (4 acres @ \$200,000 per acre)		\$ 800,000	\$ 800,000
	TOTAL PROJECTED BUDGET		\$ 20,084,325	\$ 19,008,825
	Total Change Orders 1-8 approved as of 12-22-14			\$ 3,942,683
	TOTAL WORK COMPLETED TO DATE 4-15-15 INCLUDES CHANGE ORDERS 1-8			\$ 22,951,508
	Rent for Physician's office space 16,755 sq. ft. @ \$21.50		\$ 360,232.50/year	
	Rent for remainder of building 38,545 sq. ft. @ \$39.38		\$ 1,517,902.10/year	
	Total building rent for 55,300 sq. ft.		\$ 1,878,134.50/year	

TENANT: MARIETTA MEMORIAL HOSPITAL

Approved by: 
 Title: CEO
 Date: 4-22-16

LANDLORD: Belpre IV, LLC

Approved by: 
 Title: Member
 Date: 4-14-16

6,000 completed -10,755 remaining for pain center clinic suite

ADDITIONAL CHANGE ORDERS NOT INCLUDED IN TOTAL COST:

- EXTERIOR ELEVATOR
- ADDITIONAL LAND FRONT CORNER ENTRY
- ADDITIONAL LABOR AND MATERIALS TO MOVE SLEEP LAB TO FIRST FLOOR
- ADDITIONAL COST TO BUILD OUT PAIN CENTER CLINIC SUITE OVER AND ABOVE THE \$100 SQ. FT. COST INCLUDED IN THE DEVELOPMENT BUDGET

\$ 22,951,508
 X 10%


Rent for work completed to date	\$	2,295,151	Per Year
Effective 4-15-15	\$	<u>191,263</u>	Per Month

EXHIBIT B


**DEVELOPMENT BUDGET FOR WORK COMPLETED AS OF 12-8-15
BELPRE EMERGENCY CARE/ENDOSCOPY CENTER**

Area - Sq. Ft.	Description	Sq. Ft. Cost	Total	work Completed to Date 12-8-15
1. 55,300	Shell and Core	\$ 110.00	\$ 6,083,000	\$ 6,083,000
2. 14,800	Emergency Room	\$ 225.00	\$ 3,330,000	\$ 3,330,000
3. 1,180	Laboratory	\$ 215.00	\$ 253,700	\$ 253,700
4. 8,350	Endoscopy	\$ 215.00	\$ 1,784,500	\$ 1,784,500
5. 2,100	Time Share	\$ 100.00	\$ 210,000	\$ 210,000
6. 2,900	Building Support	\$ 125.00	\$ 188,500	\$ 188,600
7. 8,353	Public and Administration Areas	\$ 125.00	\$ 1,044,125	\$ 1,044,125
8.	New Radiographic Equipment Infrastructure		\$ 200,000	\$ 200,000
9.	New CT Scanner Infrastructure		\$ 200,000	\$ 200,000
10. 862	Information Technology	\$ 95.00	\$ 124,000	\$ 124,000
11. 3,180	Canopies	\$ 150.00	\$ 477,000	\$ 477,000
12. 4 acres	Site Work (4.0 AC), 176,000 sq. ft. parking, access roads, paving, lighting, utilities, sidewalks	\$ 6.00	\$ 1,056,000	\$ 1,056,000
13	Foundation Reinforcement		\$ 350,000	\$ 350,000
14	Emergency back-up generator		\$ 300,000	\$ 300,000
15	Professional design fees		\$ 368,000	\$ 368,000
16	Stair tower and elevators		\$ 640,000	\$ 640,000
17. 16,755	Shell space 1st and 2nd floor - physician's offices	\$ 100.00	\$ 1,675,500	\$ 600,000
18	Contingency allowance for Interior construction		\$ 1,000,000	\$ 1,000,000
	a. Boiler System for HVAC and underfloor heat (add into contingency allowance)			
	b. Class I-2 construction (add into contingency allowance)			
	TOTAL CONSTRUCTION BUDGET		\$ 19,284,325	\$ 18,208,825
	Land Value (4 acres @ \$200,000 per acre)		\$ 800,000	\$ 800,000
	TOTAL PROJECTED BUDGET		\$ 20,084,325	\$ 19,008,825
	Total Change Orders 1-9 approved as of 12-8-15			\$ 4,382,340
	TOTAL WORK COMPLETED TO DATE 12-8-15 INCLUDES CHANGE ORDERS 1-9			\$ 23,371,165
	Rent for Physician's office space 16,755 sq. ft. @ \$21.50		\$ 360,232.50/year	
	Rent for remainder of building 38,545 sq. ft. @ \$39.38		\$ 1,517,902.10/year	
	Total building rent for 55,300 sq. ft.		\$ 1,878,134.50/year	

TENANT: MARIETTA MEMORIAL HOSPITAL

Approved by: 
 Title CEO
 Date 4-22-16

LANDLORD: Belpre IV, LLC

Approved by: 
 Title Member
 Date 4-14-16

6,000 completed -10.755 remaining for pain center clinic suite

ADDITIONAL CHANGE ORDERS NOT INCLUDED IN TOTAL COST:

1. ADDITIONAL LAND FRONT CORNER ENTRY
2. ADDITIONAL COST TO BUILD OUT PAIN CENTER CLINIC SUITE OVER AND ABOVE THE \$100 SQ. FT. COST INCLUDED IN THE DEVELOPMEN BUDGET

	\$ 23,371,165	
	X 10%	
Rent for work completed to date	\$ 2,337,117	Per Year

Effective 12-8-15

\$ 194,760 Per Month

EXHIBIT B

**DEVELOPMENT BUDGET FOR WORK COMPLETED AS OF 3-31-16
BELPRE EMERGENCY CARE/ENDOSCOPY CENTER**

Area - Sq. Ft.	Description	Sq. Ft. Cost	Total	work Completed to Date 3-31-16
1 55,300	Shell and Core	\$ 110.00	\$ 6,083,000	\$ 6,083,000
2 14,800	Emergency Room	\$ 225.00	\$ 3,330,000	\$ 3,330,000
3 1,180	Laboratory	\$ 215.00	\$ 253,700	\$ 253,700
4 8,350	Endoscopy	\$ 215.00	\$ 1,784,500	\$ 1,784,500
5 2,100	Time Share	\$ 100.00	\$ 210,000	\$ 210,000
6 2,900	Building Support	\$ 125.00	\$ 188,500	\$ 188,500
7 8,353	Public and Administration Areas	\$ 125.00	\$ 1,044,125	\$ 1,044,125
8	New Radiographic Equipment Infrastructure		\$ 200,000	\$ 200,000
9	New CT Scanner Infrastructure		\$ 200,000	\$ 200,000
10 862	Information Technology	\$ 95.00	\$ 124,000	\$ 124,000
11 3,180	Canopies	\$ 150.00	\$ 477,000	\$ 477,000
12 4 acres	Site Work (4.0 AC), 176,000 sq. ft. parking, access roads, paving, lighting, utilities, sidewalks	\$ 6.00	\$ 1,056,000	\$ 1,058,000
13	Foundation Reinforcement		\$ 350,000	\$ 350,000
14	Emergency back-up generator		\$ 300,000	\$ 300,000
15	Professional design fees		\$ 368,000	\$ 368,000
16	Stair tower and elevators		\$ 640,000	\$ 640,000
17 16,755	Shell space 1st and 2nd floor - physician's offices	\$ 100.00	\$ 1,675,500	\$ 1,675,500
18	Contingency allowance for interior construction		\$ 1,000,000	\$ 1,000,000
	a. Boiler System for HVAC and underfloor heat (add into contingency allowance)			
	b. Class I-2 construction (add into contingency allowance)		\$ 19,284,325	\$ 19,284,325
	TOTAL CONSTRUCTION BUDGET			
	Land Value (4 acres @ \$200,000 per acre)		\$ 800,000	\$ 800,000
	TOTAL PROJECTED BUDGET		\$ 20,084,325	\$ 20,084,325
	Total Change Orders 1-10 approved as of 3-31-16			\$ 4,662,113
	TOTAL WORK COMPLETED TO DATE 3-31-16 INCLUDES CHANGE ORDERS 1-10			\$ 24,746,438
	Rent for Physician's office space 16,755 sq. ft. @ \$21.50		\$ 360,232.50/year	
	Rent for remainder of building 38,545 sq. ft. @ \$39.38		\$ 1,517,902.10/year	
	Total building rent for 55,300 sq. ft.		\$ 1,878,134.50/year	

TENANT: MARIETTA MEMORIAL HOSPITAL

Approved by: 

Title: CEO

Date: 4-22-16

LANDLORD: Belpre IV, LLC

Approved by: 

Title: Member

Date: 4-14-16

	\$ 24,746,438	
	X 10%	
Rent for work completed to date	\$ 2,474,644	Per Year
Effective 3-31-16	\$ 206,220	Per Month

EXHIBIT C

BUILD OUT ITEMS FURNISHED AND INSTALLED BY TENANT (IF REQUIRED)

1. Appliances, equipment, and furniture
 2. Telephone system and wiring
 3. Computer system and wiring
 4. Communication system and wiring
 5. Security system and wiring
 6. Exhaust systems and HVAC systems other than standard HVAC requirements to heat and cool tenant's space
 7. Special plumbing and electrical requirements for diagnostic and medical equipment
 8. All miscellaneous medical equipment, wall attachments, wall guards, and bumpers
 9. Signage inside and outside
 10. Landscaping
-

SECOND LEASE AMENDMENT

THIS SECOND LEASE AMENDMENT, Made and entered into effective the 1st day of November, 2017, by and between Belpre IV, LLC, a West Virginia limited liability company, (hereinafter "Landlord") and Marietta Memorial Hospital, an Ohio non profit corporation (hereinafter "Tenant").

WHEREAS, the parties entered into an initial Lease of the Demised Premises execute and acknowledged June 11, 2013 and an Amended Lease therefor dated April 14, 2016, and

WHEREAS, the parties wish to further amend the Amended Lease as herein provided;

NOW THEREFORE WITNESSETH: That for and in consideration of Five (\$5.00) Dollars, cash in hand paid, and other good and valuable consideration, including the terms, conditions, mutual benefits and rental herein provided and provided in the Amended Lease, and the payment and performance thereof, the sufficiency of which is hereby acknowledged, the parties hereby agree that the Amended Lease is further amended effective November 1, 2017 as follows:

1. Section 1 of the Amended Lease is further amended to read as follows:

DEMISED PREMISES

Section 1: The Demised Premises consists of and are described as the gross building area of 55,300 square feet, pursuant to the project design of Trinity Health Group of the building ("Building"), located in the Health Bridge Medical Park, with the mailing address of 799 Farson Street, Belpre, Ohio 45714, together with the real estate upon which the Building parking lots, sidewalks and heliport are located, all as shown on the plats and floor plans included in the plans and specifications hereinafter described and those attached hereto as Exhibit A, being a part of the same real estate conveyed to Landlord by Minnite Family, LLC, a West Virginia limited liability company, by two (2) deeds as follows: (i) dated July 3, 2013 and recorded in the Washington County, Ohio Recorder's Office in Official Record 548, at Page 2183, and (ii) dated November 26, 2014 and recorded in said Recorder's Office in Official Record 574, at Page 937; and that certain tract of real estate containing 0.5794 acre as shown on Exhibit 1 hereto, together with improvements thereon, conveyed to Landlord by 601 Plaza L.L.C., a West Virginia limited liability company, by deed dated November 1, 2017 and to be recorded in said Recorder's Office.

2. Section 2 of the Amended Lease is further amended to read as follows:

USE OF PREMISES

Section 2: The Demised Premises shall be used and occupied by Tennant during the term hereof, including any and all renewal terms, subject to the terms, conditions and limitations herein contained, as a free standing out patient health center, and for such uses reasonably related and incidental thereto, including, but not limited to, emergency room facilities ("Emergency Room Phase"), an endoscopy unit ("Endoscopy Phase"), shared services phase, observation suite, building support, pain center, and heliport, together with a maintenance building and equipment storage facility situate on the aforesaid tract of real estate containing 0.5794 acre as shown on Exhibit 1 hereto.

3. Commencing November 1, 2017, and for the remainder of the first five (5) years of the initial term of this Lease, Base Rent shall be an annual amount of \$2,507,824.00 per year, payable in monthly installments of \$208,985.33 each. In all other respects, Section 4 of the Amended Lease shall remain in full force and effect.

4. The Amended Lease is further amended by the addition of Section 31 thereto to read as follows:

FURTHER AMENDMENT OF DEMISED PREMISES

Section 31: Notwithstanding any other provision of this Lease, there may be deleted from the Demised Premises that certain tract of real estate containing 0.5128 acre as shown on Exhibit 1 hereto, comprising a part of the parking facilities of Tenant as of the effective date of this Second Lease Amendment, upon conveyance of such tract by Landlord, at Landlord's sole discretion, free and clear of the terms of this Lease, and without requirement of any consent or further agreement of Tenant, to a party or parties related to Landlord, including, but not limited to, Minnite Family, LLC or Belpre V, LLC, and written notice thereof by Landlord to Tenant. Upon the making of such conveyance and giving of such notice, said tract of 0.5128 acre shall be excluded from the Demised Premises, but no further adjustment in the payment of Base Rent hereunder shall be made on account of the exclusion of such tract of 0.5128 acre from the Demised Premises.

5. In all other respects, except as expressly amended hereby, the Amended Lease and its terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Lease Amendment effective the 1st day of November, 2017.

LANDLORD:

BELPRE IV, LLC

By: Minnite Family, LLC,
Its Sole Member

By: /s/ Pat Minnite, Jr.
Pat Minnite, Jr.
Its: Manager

By: /s/ Karmyn M. Conley
Karmyn M. Conley
Its: Manager

By: /s/ Pat Minnite, III
Pat Minnite, III
Its: Manager

By: /s/ Jason R. Minnite
Jason R. Minnite
Its: Manager

TENANT:

MARIETTA MEMORIAL HOSPITAL

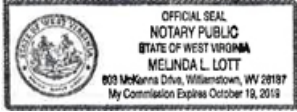
By: /s/ Scott Cantley
Scott Cantley
Its: President and CEO

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 30th day of November, 2017 by Pat Minnite, Jr., the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

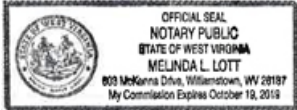
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 30th day of November, 2017 by Karmyn M. Conley, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

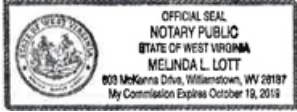
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 30th day of November, 2017 by Pat Minnite, III, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

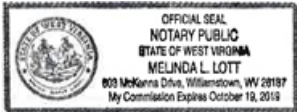
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this 30th day of November, 2017 by Jason R. Minnite, the Manager of Minnite Family, LLC, a West Virginia limited liability company, on behalf of said limited liability company acting as sole member of Belpre IV, LLC, a West Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 10-19-19



/s/ Melinda L. Lott

Notary Public

STATE OF OHIO

COUNTY OF WASHINGTON, TO WIT:

The foregoing instrument was acknowledged before me this 30th day of November, 2017, by Scott Cantley, President and CEO of Marietta Memorial Hospital, an Ohio non profit corporation, on behalf of said corporation.

My commission expires: June 9, 2021

/s/ Deborah K. Beaver

Notary Public

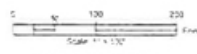
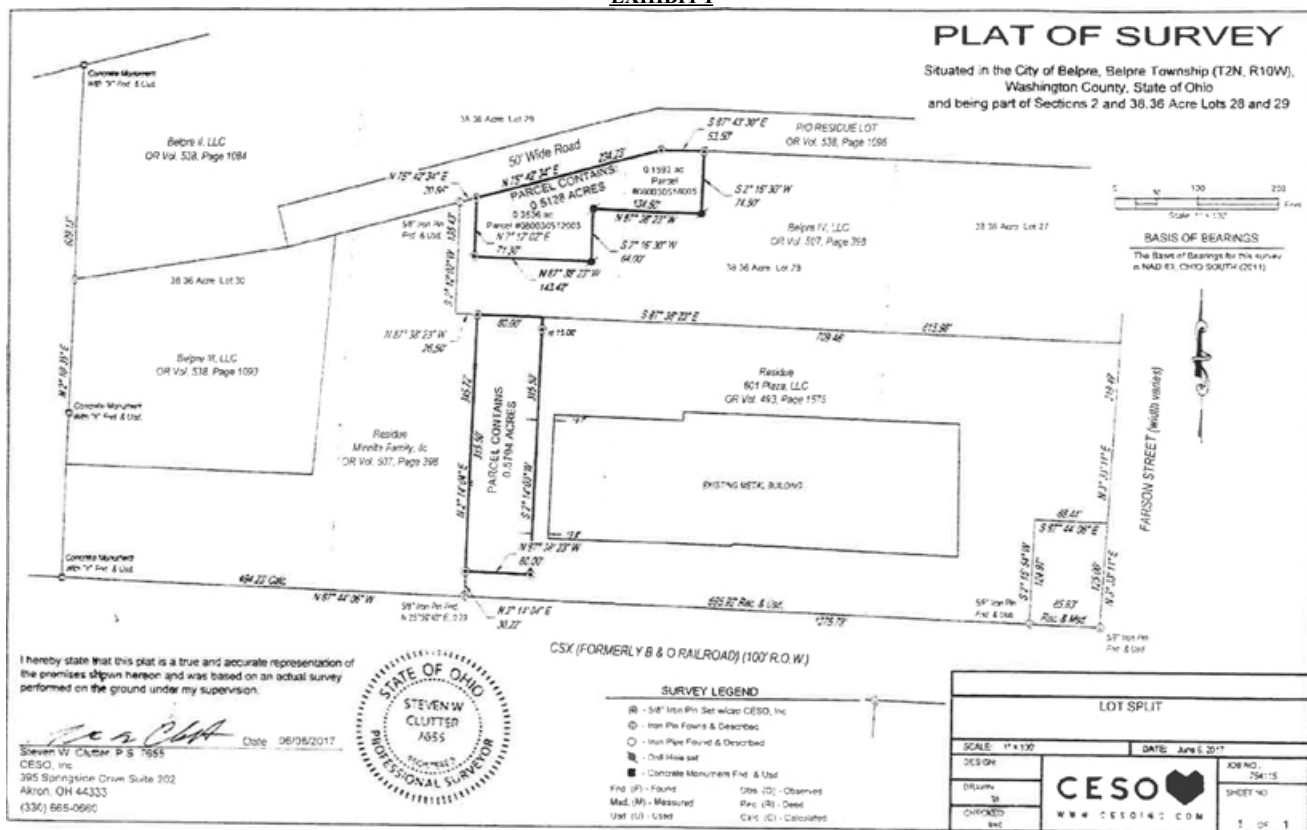


DEBORAH K BEAVER
Notary Public - State of Ohio
My commission Expires
June 9, 2021

EXHIBIT I

PLAT OF SURVEY

Situated in the City of Belpre, Belpre Township (T2N, R10W),
Washington County, State of Ohio
and being part of Sections 2 and 30, 36 Acre Lots 28 and 29



BASIS OF BEARINGS
The Basis of Bearings for this survey is NAD 83, CHD SOUTH (2011)

I hereby state that this plat is a true and accurate representation of the premises shown hereon and was based on an actual survey performed on the ground under my supervision.

Steven W. Clutter Date 06/05/2017
Steven W. Clutter, P.S. 1655
CESO, Inc.
395 Springline Drive, Suite 202
Akron, OH 44333
(330) 865-0660



SURVEY LEGEND

- ⊙ - 5/8" Iron Pin Set w/ cap CESO, Inc.
- ⊕ - Iron Pin Found & Described
- - Iron Pipe Found & Described
- ⊚ - Oak Hole set
- - Concrete Monument Found & Used
- ⊠ - Found
- ⊡ - Measured
- ⊢ - Used
- ⊣ - Observed
- ⊤ - Deed
- ⊥ - Calculated

LOT SPLIT	
SCALE: 1" = 100'	DATE: June 5, 2017
DESIGN:	JOB NO.: 754115
DRAWN: SA	SHEET NO:
CHECKED: BNC	WWW.CESO1INC.COM
	1 OF 1



FOR IMMEDIATE RELEASE

Global Medical REIT Inc. Announces Closing of the Acquisition of the Belpre Medical Office Portfolio in Belpre, Ohio for an Aggregate Purchase Price of \$64.2 Million

BETHESDA, MD.--(BUSINESS WIRE)-- Global Medical REIT Inc. (NYSE:GMRE) (the “Company”), a Maryland corporation engaged primarily in the acquisition of licensed, state-of-the-art, purpose-built healthcare facilities and the leasing of these facilities to strong clinical operators with leading market share, today announced the following event:

Closing of the Acquisition of the Belpre Medical Office Portfolio– Belpre, Ohio

On April 19, 2018, the Company completed the previously announced acquisition of the Belpre Medical Office Portfolio in Belpre, Ohio (the “Belpre Portfolio”) for an aggregate purchase price of \$64.2 million, \$5.5 million of which was paid in operating partnership units of the Company’s operating partnership at a per unit price of \$9.00. Upon the closing of this acquisition, the Company assumed the seller’s interest, as lessor, in four leases with Marietta Memorial Hospital, a subsidiary of Memorial Health System, which is a Fitch BB- rated health system with approximately \$450 million of net revenue in 2017 and is the primary hospital provider in the area.

The leases on the Belpre Portfolio are triple-net leases with a weighted average remaining lease term of approximately 11.35 years, each subject to three, five-year renewal options by the tenant. The current aggregate annual rent is approximately \$5.1 million, broken down as follows:

- Building I – current annual rent of approximately \$1.2 million (\$23.61 per square foot), subject to \$50,300 increases every five years, with the next increase due to go into effect in 2021.
- Building II – current annual rent of approximately \$0.6 million (\$22.50 per square foot), subject to \$25,000 increases every five years, with the next increase due to go into effect in 2018.
- Building III – current annual rent of approximately \$0.8 million (\$33.17 per square foot), subject to \$25,000 increases every five years, with the next increase due to go into effect in 2022.
- Building IV – current annual rent of approximately \$2.5 million (\$45.35 per square foot), subject to 10% increases every five years, with the next increase due to go into effect in 2019.

The initial capitalization rate for the property is approximately 7.9%. Please see the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (“SEC”) today for a more detailed description of the acquisition and lease terms, including the leases which are filed as exhibits to that Current Report.

Jeffrey Busch, the Company’s Chief Executive Officer, commented, “We are excited to be partnering with Memorial Health System, which is the largest hospital system in the area. This acquisition fits squarely into our primary investment strategy of acquiring medical office buildings in secondary and tertiary markets with strong tenants. Additionally, the acquisition of the Belpre Portfolio brings our overall gross portfolio size to approximately \$600 million, which is yet another milestone achieved for our company.”

About Global Medical REIT Inc.

Global Medical REIT Inc. is a Maryland corporation engaged primarily in the acquisition of licensed, state-of-the-art, purpose-built healthcare facilities and the leasing of these facilities to strong clinical operators with leading market share. The Company’s management team has significant healthcare, real estate and public real estate investment trust, or REIT, experience and has long-established relationships with a wide range of healthcare providers. The Company elected to be taxed as a REIT for U.S. federal income tax purposes commencing with its taxable year ending December 31, 2016.

Forward-Looking Statements

This press release contains statements that are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as “anticipate”, “believe”, “expect”, “estimate”, “plan”, “outlook”, and “project” and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking statements are based on information available at the time those statements are made and/or management’s good faith belief as of that time with respect to future events. These forward-looking statements are subject to various risks and uncertainties, not all of which are known to the Company and many of which are beyond the Company’s control, which could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks and uncertainties are described in greater detail in the “Risk Factors” section of the Company’s Annual Report on Form 10-K for the year ended December 31, 2017, which was filed with the SEC on March 12, 2018, and elsewhere in the reports the Company has filed with the SEC. Unless legally required, the Company disclaims any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. The Company undertakes no obligation to update these statements after the date of this release.

Contacts:

Investor Relations Counsel

The Equity Group Inc.

Jeremy Hellman, Senior Associate

(212) 836-9626 / jhellman@equityny.com

Adam Prior, Senior Vice President

(212) 836-9606 / aprior@equityny.com
