

Proof of 503(b)(9) Claim Form

Debtor: Fayette Memorial Hospital Association, Inc. Case No. 18-07762-JJG-11

11 U.S.C. § 503(b)(9) provides that "[a]fter notice and a hearing, there shall be allowed administrative expenses. . . including . . . the value of any goods received by the debtor within 20 days before the date of commencement of a [bankruptcy case] in which the goods have been sold to the debtor in the ordinary course of such debtor's business."
 The Debtor's case commenced on October 10, 2018. Your receipt of this form does not mean you hold a valid 503(b)(9) claim.

Claimants should submit a signed original of this form in order to assert a claim pursuant to section 503(b)(9) of the Bankruptcy Code, together with the accompanying documentation required pursuant to the order of the Bankruptcy Court establishing procedures for the assertion, resolution, allowance and satisfaction of any claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code to the following address:

If by regular mail to: BMC Group, Inc., Attn: FMHA Claims Processing, PO Box 90100, Los Angeles, CA 90009

If by messenger or overnight delivery: BMC Group, Inc., Attn: FMHA Claims Processing, 3732 West 120th Street, Hawthorne, CA 90250

NOTE: This form must be delivered to BMC Group, Inc. at the above-referenced address **on or before to June 12, 2019**. This form may be submitted in person or by mail, hand delivery, or overnight courier. Facsimile, email or other electronic submission will not be accepted. Proofs of claim shall be deemed filed when actually received by BMC Group, Inc.

RECEIVED
 JUN 06 2019
 BMC GROUP

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Cynthia Nesbitt (William Nesbitt)

Name and Address Where Notices and Payment Should Be Sent:

Cynthia Nesbitt
 166 South Villa Dr.
 Connersville, IN.
 47331

Telephone No.:

765-265-2043

- Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars.
- Check this box if you have asserted a reclamation demand for any of the Goods referenced on this claim form. Attach statement identifying any such goods.
- Check this box if you have filed any other claim against any of the Debtors regarding the goods underlying your claim asserted herein.
- Check this box if the alleged value of the goods underlying your claim asserted herein represents a combination of goods and services. If you checked this box, provide the percentage of alleged value related to services and to goods on the following line: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____

Check here if this claim: replaces amends a previously filed claim, dated: _____

1. TOTAL AMOUNT OF SECTION 503(b)(9) CLAIM: \$ 4300.00 plus 1.5% penalty.

2. DATE GOODS WERE RECEIVED BY DEBTOR: October 1 through October 31, 2019

3. BRIEF DESCRIPTION OF CLAIM AND GOODS: Lease of real estate located at 1550 E. St. Rd. W. Connersville, IN. Payment due first of month, if paid after 15th of month 1.5% penalty applied. Attach particular invoices for which any of the amounts described in this form was applied. Copy of lease attached.

4. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as invoices, receipts, bills of lading and the like, identifying the goods for which the claim is being asserted, the date such goods were received by the Debtor, and the alleged value of such goods. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. Any attachments must be 8-1/2" by 11".

5. DATE-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

6. ORDINARY COURSE CERTIFICATION: By signing this claim form, you are certifying that the goods, for which payment is sought hereby, were sold to the Debtor in the ordinary course of the Debtor's business and were received by the Debtor within twenty days prior to October 10, 2018, as required by 11 U.S.C. § 503(b)(9).

Print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Date: 6-5-19

Name: Cynthia Nesbitt

Title: owner of real estate surviving spouse William Nesbitt
 Death certificate attached.

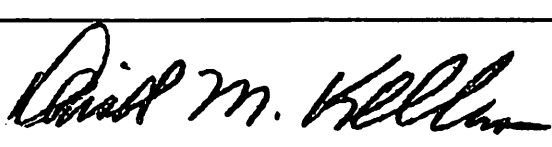
Signature: Cynthia Nesbitt



INDIANA STATE DEPARTMENT OF HEALTH CERTIFICATE OF DEATH

Local No. 2018-000917

State No. 053950

1. Decedent's Legal Name (First, Middle, Last) WILLIAM ALVA NESBITT			1a. Maiden Name (if Female)		2. Sex MALE	3. Time of Death 4:17:00 pm	4. Date of Death (Month/Day/Year) 11/2/2018		
5. Social Security Number 313-48-5376	6a. Age Yrs 71	6b. Under 1 Year Months 0	6c. Under 1 Month Days 0	6d. Under 1 Day Hours	6e. Under 1 Hour Minutes	7. Date of Birth (Month/Day/Year) 2/19/1947		8. Birthplace (City and State or Foreign Country) MARION, INDIANA	
9. Ever in U.S. Armed Forces? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		10. If Death Occurred in A Hospital <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Department Outpatient <input type="checkbox"/> Dead on Arrival			10a. If Death Occurred Somewhere Other Than a Hospital <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Nursing Home Long Term Care Facility <input type="checkbox"/> Other (specify)				
11. Facility Name (If Not Institution, Give Street and Number) REID HEALTH									
12. City or Town, State, and Zip Code RICHMOND, INDIANA 47374				13. County of Death WAYNE		14. Marital Status At Time of Death <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, But Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown			
15. Surviving Spouse's Name CYNTHIA DAWN NESBITT			15a. (If Wife) Give Maiden Last Name SIERP		16. Decedent's Usual Occupation PHYSICIAN		17. Kind of Business/Industry HEALTHCARE		
18. Residence - State INDIANA		18a. County FAYETTE		18b. City or Town CONNERSVILLE			18c. Street and Number 1665 VILLA DRIVE		
				18d. Apt No.	18e. Zip Code 47331		18f. Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
19. Decedent's Education DOCTORATE(PHD, EDD), PROFESSIONAL(MD, DDS, DVM, LL				20. Decedent of Hispanic Origin NOT HISPANIC		21. Decedent's Race WHITE			
22. Father's Name (First, Middle, Last) HOWELL DARIUS NESBITT			23. Mother's Name (First, Middle, Last) MARY VIRGINIA NESBITT			23a. Mother's Maiden Last Name BUTLER			
24. Informant's Name CYNTHIA NESBITT		24a. Relation to Decedent SPOUSE		24b. Mailing Address (Street and Number, City, State, Zip Code) 1665 VILLA DRIVE, CONNERSVILLE, INDIANA, 47331					
25a. Method of Disposition <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal From State <input type="checkbox"/> Other (Specify)			25b. Place of Disposition (Name of Cemetery, Crematory, Other Place) EASTERN INDIANA CREMATORY			25c. Location - City, Town, and State LEWISVILLE INDIANA			
26. Was Coroner Contacted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	27. Name and Complete Address of Funeral Facility MILLER MOSTER ROBBINS FUNERAL HOME 1704 GRAND AVE CONNERSVILLE IN 47331					27a. Funeral Home License Number FH19900033			
27b. Signature of Indiana Funeral Service Licensee STEPHEN A ROBBINS, BY ELECTRONIC SIGNATURE						27c. License Number (Of Licensee) FD01007061			
Cause of Death (See Instructions and Examples)									
28. Part I Enter the Chain of Events - Diseases, Injuries, Or Complications - That Directly Caused The Death. Do Not Enter Terminal Events Such As Cardiac Arrest, Respiratory Arrest, Or Ventricular Fibrillation Without Showing The Etiology. Do Not Abbreviate. Enter Only One Cause On A Line. Add Additional Lines If Necessary.									
Immediate Cause (Final Disease Or Condition Resulting in Death)			A. ACUTE RESPIRATORY FAILURE				2 HOURS		
Sequitally List Conditions. If Any, Leading To The Cause Listed On Line A. Enter The Underlying Cause (Disease Or Injury That Initiated The Events Resulting In Death) Last			B. ACUTE PULMONARY EDEMA				5 DAYS		
			C. RIGHT LOWER LOBE PNEUMONIA				1 WEEK		
			D. DYSPHAGIA AND MALNUTRITION				2 MONTHS		
Part II Enter Other Significant Conditions Contributing To Death But Not Resulting In The Underlying Cause Give HYPERTENSION- ARTHRITIS- SPINAL STENOSIS- CHRONIC LUMBAGO- SITUATIONAL DEPRESSION- ISCHEMIC HEART DISEASE						29. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
						30. Were Autopsy Findings Available To Complete The Cause Of Death <input type="checkbox"/> Yes <input type="checkbox"/> No			
31. Did Tobacco Use Contribute To Death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		32. If Female: <input type="checkbox"/> Not Pregnant Within Past Year <input type="checkbox"/> Pregnant At Time Of Death <input type="checkbox"/> Not Pregnant, But Pregnant Within 42 Days of Death <input type="checkbox"/> Not Pregnant, But Pregnant 43 Days To 1 Year Before Death <input type="checkbox"/> Unknown If Pregnant Withing Past Year			33. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined				
34. Date of Injury		35. Time of Injury	36. Place of Injury			37. Injury At Work? <input type="checkbox"/> Yes <input type="checkbox"/> No			
38. Location of Injury - State		38a. City or Town		38b. Street & Number		38c. Apt No		38d. Zip Code	
39. Describe How Injury Occurred						40. If Transportation Injury, Specify <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other			
41. Signature, Of Person Certifying Cause of Death DAVID DESANTIS, BY ELECTRONIC SIGNATURE						42. Certifier (Check Only One) <input checked="" type="checkbox"/> Certifying Physician <input type="checkbox"/> Coroner <input type="checkbox"/> Health Officer			
43. Name, Address And Zip Code Of Person Certifying Cause Of Death DAVID DESANTIS, 1050 REID PARKWAY SUITE 210 RICHMOND, IN 47374						44. License Number 01044050A		45. Date Certified 11/5/2018	
46. Additional Funeral Service Provider:						47. *Akas:			
48. Signature Of Local Health Officer: 						49. For Registrar Only - Date Filed (Month/Day/Year) NOV 5, 2018			

WARNING: ORIGINAL DOCUMENT HAS A MULTICOLORED BACKGROUND ON SPECIAL WHITE SECURITY PAPER AND THE GREAT SEAL OF THE STATE OF INDIANA ON BACK THAT TURNS FROM ORANGE TO YELLOW WHEN RUBBED. ORIGINAL DOCUMENT HAS A HIDDEN VOID ON FRONT THAT APPEARS WHEN PHOTOCOPIED.



The undersigned Health
Officer of Wayne County
Georgia, hereby certify that
this document is a true and
correct copy of the record on
file in the Wayne County
Health Department

Dated this day,

NOV 05 '18

David M. Helt
Wayne County Health Officer



2531201

LEASE

THIS LEASE, entered into as of the 16th day of April 2018, by and between WILLIAM A. NESBITT, M.D., with a principal office at 1550 E. State Road 44, Connersville, Indiana 47331 ("Landlord") and FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC., d/b/a Fayette Regional Health System, with its principal office at 1941 Virginia Avenue, Connersville, Indiana 47331 ("Tenant"), on the following terms and conditions:

ARTICLE I

LEASED PREMISES

Section 1.01 Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the office building depicted and/or described on Exhibit A, attached hereto and made a part hereof, which is commonly known as 1550 E. State Road 44, Connersville, Indiana, including all easements benefiting such property and appurtenances thereto (collectively, the "Leased Premises"). Landlord hereby represents and warrants to Tenant that the Leased Premises is in good condition and its mechanical and utility systems, including without limitation plumbing, electrical, heating, ventilating, air-conditioning systems, are in good working order as of the Commencement Date.

ARTICLE II

TERM

Section 2.01 Term. The term of this Lease shall begin on the date first written above (the "Commencement Date") and shall end three (3) years after the Commencement Date, unless sooner terminated pursuant to the provisions of this Lease (the "Term").

Section 2.02 Renewal. Unless written notice electing not to renew is delivered by one party to the other party hereto no less than ninety (90) days prior to the expiration of the Term, as may be extended in accordance with this Section, this Lease shall automatically renew in annual increments until terminated.

Section 2.03 Termination. Upon termination of this Agreement, neither party shall have any further obligations hereunder, except for obligations accruing and becoming payable prior to the date of termination. Landlord and Tenant understand and acknowledge that if this Agreement is terminated within the first year of the Commencement Date, the parties shall not enter into a subsequent arrangement for the same space until the end of such one (1) year period.

ARTICLE III

RENTAL

Section 3.01 Monthly Rent. Beginning on the Commencement Date and throughout the Term, unless this Lease is sooner terminated, Tenant agrees to pay to Landlord, without demand, Four Thousand Three Hundred and 00/100 Dollars (\$4,300.00) per month due on the first (1st) day of each calendar month and payable no later than the Fifteenth (15th) of each calendar month ("Monthly Rent"). If not paid by the Fifteenth (15th) of each month a 1.5% penalty will be accessed. The parties hereto believe and in good faith intend that the Monthly Rent charged to Tenant hereunder is fair market value for the Leased Premises.

Section 3.02 Costs, Taxes and Insurance. Landlord and Tenant acknowledge this is a "triple-net lease"; accordingly, Tenant agrees to pay the actual operating expenses relating to the Leased Premises. Such expenses shall include without limitation actual costs incurred for insurance premiums and related costs, and real estate taxes and assessments relating to the Leased Premises becoming due and payable after the Commencement Date, as more particularly set forth herein.

ARTICLE IV

USE, OPERATION AND MAINTENANCE

Section 4.01 Use. The Leased Premises shall be used and occupied exclusively by Tenant only for the purpose of operating a medical practice facility. Tenant shall conduct its business in the Leased Premises in compliance with all applicable laws and governmental regulations. Tenant hereby represents, warrants and covenants that (i) no equipment or personal property is leased hereunder and (ii) the Leased Premises does not exceed that which is reasonable and necessary for the legitimate business purposes of Tenant's business operations conducted in accordance with the use permitted hereunder.

Section 4.02 Real Estate Taxes and Assessments. Tenant shall timely pay all real estate taxes and assessments relating to the Leased Premises first becoming due and payable after the Commencement Date and thereafter due and payable during the Term.

Section 4.03 Landlord's Obligations. At all times during the Term, the roof, structural components and exterior walls of the Leased Premises, and all plumbing, electrical, heating, ventilating, air-conditioning systems which service the Leased Premises shall be kept in good repair and condition, maintained, repaired and replaced by Landlord and Landlord shall be responsible for any out of the ordinary exterior appearance beyond landscape maintenance.

Section 4.04 Tenant's Obligations. The Leased Premises shall be kept in good repair and condition at all times by Tenant and Tenant shall be responsible for all maintenance and repair of the Leased Premises except as set forth in Section 4.03 herein. Landlord reserves, and at all times shall have, upon no less than twenty-four (24) hours prior notice except in the event of an emergency in which case no prior notice shall be necessary, the right to enter the Leased Premises

during regular business hours to inspect the same, and to alter, improve, or repair the Leased Premises. Tenant shall be responsible for snow and ice removal, lawn mowing and landscaping.

Section 4.05 Alterations. Tenant, at its expense, may make any non-structural, interior alterations or improvements to the Leased Premises without the prior written consent of Landlord, provided that such alterations or improvements are completed in accordance with applicable laws. No structural or exterior alteration or improvements shall be made by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 4.06 Utilities. Tenant shall at all times be responsible for all utility services serving the Leased Premises, including without limitation, plumbing, electrical, gas, water and sewer, telephone, cable, internet, routine landscaping and waste removal.

Section 4.07 Health Law and Regulatory Compliance. The parties hereto agree that this Lease is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards (collectively, the "Laws"), including, but not limited to, the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and the regulations promulgated thereunder and the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) (also known as the "Stark Law". If, at any time, this Lease is found to violate any applicable provision of the Laws, or if any party hereto provides the other party hereto with written notice that it has reasonable belief that this Agreement creates a material risk of violating any laws, then the parties hereto agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties hereto. In the event the parties hereto, within thirty (30) days of either party first proving notice to the other of the need to amend the Lease to comply with the Laws, to (a) are unable to mutually agree on and make amendments or alterations to this Lease to meet the requirements in question, or (b) alternatively, the parties determine in good faith that the amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

Section 4.08 Corporate Compliance. Landlord has in place a Corporate Compliance Program ("Program" which has as its goal to ensure that Landlord complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Tenant acknowledges Landlord's commitment to corporate compliance and agrees to conduct all business transactions which occur pursuant to this Lease in accordance with the underlying philosophy of corporate compliance adopted by Landlord. Tenant further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes Tenant ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

ARTICLE V

INSURANCE AND INDEMNIFICATION

Section 5.01 Insurance to be Furnished by Tenant. Tenant shall purchase and maintain in force at all times, beginning on the Commencement Date and through the Term, (i) fire and extended casualty insurance in an amount not less than the full replacement cost of the Leased Premises and (ii) public liability insurance insuring against loss, cost and expense by reason of injury to or the death of persons arising out of or in connection with the occupancy or use of the Leased Premises in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of one person and One Million and 00/100 Dollars (\$1,000,000.00) for one accident. Such insurance shall name both Landlord and Tenant as insured parties, shall be carried with a reputable insurance company and shall contain endorsements that the insurer(s) shall give Landlord at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of insurance.

Section 5.02 Waiver of Claims. Neither Landlord nor Tenant shall be liable for, and each waives all claims against the other for, damages to persons or property sustained by either of them or their employees, agents, or servants resulting from the Leased Premises, the malfunction of any equipment or appurtenances located thereon, any accident or occurrence in, on or about the Leased Premises, or any act or neglect of any third person, firm or corporation, to the extent there is available or required insurance coverage for such damage or costs resulting from any of the foregoing occurrences.

Section 5.03 General Indemnity. Landlord shall indemnify and save harmless Tenant from and against all claims, losses, damages, expenses and liability arising from any accident or injury whatsoever on or about the Leased Premises, caused to any person prior to the Term. Tenant shall indemnify and save harmless Landlord from and against all claims, losses, damages, expenses and liability arising from any accident or injury whatsoever caused to any person during the Term on the Leased Premises, unless such claim arises from a breach or default in the performance by Landlord of any covenant or agreement on its part to be performed under this Lease. The indemnifications herein shall include all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon.

ARTICLE VI

CASUALTY AND CONDEMNATION

Section 6.01 Casualty. If the whole or any part of the Leased Premises shall be damaged by fire or other casualty which renders the Leased Premises unsuitable for the operation of Tenant's business therein, Landlord or Tenant may elect to terminate this Lease effective as of the day such fire or event of casualty occurred and neither party shall thereafter have any further obligation hereunder. If neither party terminates the Lease in a timely manner, Landlord shall commence restoration of the Leased Premises within thirty (30) days of the occurrence of such fire or casualty and shall thereafter diligently pursue completion and shall complete all such repairs and restoration to render the Leased Premises fully suitable for Tenant's business operations within one hundred eighty (180) days of occurrence of such fire or casualty. During any period following fire or casualty in which the Leased Premises are unsuitable for the operation of Tenant's business therein, Monthly Rent shall be fully abated. Tenant may promptly

terminate this Lease by written notice to Landlord upon Landlord's failure to timely commence or complete construction as required herein.

Section 6.02 Condemnation of Leased Premises. If the whole or any part of the Leased Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain which renders the Leased Premises unsuitable for the operation of Tenant's business therein, the Term shall cease with respect thereto as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay rental up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Leased Premises, shall be the sole property of Landlord and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term.

ARTICLE VII

ASSIGNMENT AND QUIET ENJOYMENT

Section 7.01 Assignment and Subletting. Tenant may assign, sublet, mortgage or transfer this Lease with the prior written consent of Landlord. Absent a written agreement to the contrary between Landlord and Tenant, any assignment, subletting, mortgage or transfer of this Lease shall not relieve Tenant from its liability for the Monthly Rent.

Section 7.02 Quiet Enjoyment. Landlord covenants and represents it has full right and power to execute and perform this Lease and to grant the tenancy demised herein. So long as Tenant is not in default of the Lease, Landlord covenants and agrees that Tenant shall have the peaceable and quiet enjoyment and possession of the Leased Premises without any nature of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Leased Premises as may be taken under the powers of eminent domain.

ARTICLE VIII

DEFAULT

Section 8.01 Defaults by Tenant. The happening of any one or more of the following events shall be deemed to be an "Event of Default": (a) the making by Tenant of an assignment for the benefit of its creditors; (b) the levying of a writ of execution or attachment on or against the Leased Premises as the property of Tenant and the same not released or discharged within sixty (60) days thereafter; (c) institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation or dissolution of Tenant, for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and, in the case of involuntary proceedings, said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceedings; (d) the failure of Tenant to pay any installment of Monthly Rent or other sums due hereunder and such failure

continues for ten (10) days after written notice from Landlord; or (e) the failure of Tenant to perform any of its covenants under this Lease (other than the covenant to pay rent and other sums due hereunder) within thirty (30) days after receiving written notice from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) days period and thereafter diligently pursues such action to a successful conclusion within a reasonable period of time.

Section 8.02 Landlord's Rights Upon Tenant's Default. In the event of any default by Tenant provided in Section 8.01, Landlord, in addition to any other rights or remedies at law or in equity, may:

- (a) elect to terminate this Lease;
- (b) in the event that Tenant has failed to perform any of its covenants under this Lease other than a covenant to pay rent, perform the covenant or covenants of Tenant which are in default (entering upon the Leased Premises for such purpose, if necessary); and Landlord's performance of any such covenant shall neither subject Landlord to liability for any loss, inconvenience or damage to Tenant nor be construed as a waiver of Tenant's default or of any other right or remedy of Landlord in respect of such default, or as a waiver of any covenant, term or condition of this Lease; or
- (c) immediately re-enter the Leased Premises, by means of lawful force and without such re-entry being deemed to terminate this Lease.

In the event Landlord re-enters upon the Leased Premises as provided in subparagraph (c), or takes possession of the Leased Premises pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease, or from time to time without terminating this Lease, re-let the Leased Premises or any part thereof for such term or terms (which may extend beyond the term of this Lease) at such rental and upon such other terms and conditions as Landlord in its sole discretion deems advisable. Upon each re-letting, all rentals received from such re-letting shall be applied: first, to the payment of rent and any other indebtedness due and unpaid hereunder; and the remainder, if any, shall be held by Landlord and applied in payment of future rent as it becomes due and payable hereunder. If the rentals received from such re-letting during any month are less than amounts to be paid hereunder by Tenant during that month, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No re-entry or taking of possession by Landlord of the Leased Premises shall be construed as an election to terminate this Lease unless a written notice of termination is given to Tenant. Notwithstanding any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for Tenant's previous default. Notwithstanding anything herein to the contrary, Landlord shall have a duty to mitigate its damages.

Section 8.03 Defaults by Landlord. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations or breaches any of its covenants contained in this Lease and said failure or breach continues for a period of thirty (30) days after written notice from Tenant to Landlord; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such cure within said thirty (30) days period and thereafter diligently pursues such action to a successful conclusion within a reasonable period of time. Tenant shall have the right of setoff against Monthly Rent for any damages that Tenant may have sustained by reason of Landlord's failure to perform any of its obligations or breach of any of its covenants contained in this Lease. Tenant shall have the right to terminate this Lease or vacate the Leased Premises in the event of a breach of any provision of Section 7.02 hereof.

Section 8.04 Attorneys' Fees. In the event of any litigation between Landlord and Tenant arising under the terms and conditions of this Lease, Tenant's use and occupancy of the Leased Premises or any other matter relating to this Lease, the party prevailing in such litigation shall be entitled to have all of its expenses, including attorneys' fees, paid by the party not prevailing in said litigation. The prevailing party shall be entitled to have judgment entered in said proceeding for all such expenses.

ARTICLE IX

SURRENDER AND HOLDOVER

Section 9.01 Surrender in Good Condition. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Leased Premises in good condition and repair, reasonable wear and tear, loss by fire or other casualty, condemnation and acts of God excepted. In the event of the termination of this Lease prior to the normal expiration as a result of a fire or other casualty or taking under the power of eminent domain or for any other reason, all rental and other obligations shall be apportioned and adjusted as of the date of termination and all liabilities and obligations under this Lease to be performed thereafter shall be terminated as of such date of termination.

Section 9.02 Holdover. In the event Tenant should remain in possession of the Leased Premises after expiration of the Term without execution by Landlord and Tenant of a new lease or extension of this Lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance subject to all of the covenants and obligations of this Lease and at a daily rental of one hundred percent (100%) of the per diem rate of Monthly Rent provided hereunder; provided, however, under no circumstances shall such holdover rental period exceed six (6) months. Landlord, upon notice to Tenant, shall have the right to deem the continuing occupancy of Tenant to constitute the creation of a month-to-month tenancy at one hundred percent (100%) of the Monthly Rent provided hereunder, which month-to-month tenancy shall continue thereafter until the termination of such month-to-month tenancy which shall be effective upon thirty (30) days' prior notice delivered by either party.

ARTICLE X

MISCELLANEOUS

Section 10.01 Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third parties creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that no provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 10.02 Remedies Cumulative. The remedies of Landlord shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law.

Section 10.03 Notices. All notices required under this Lease shall be deemed to be properly served if sent by registered or certified first class U.S. mail, postage prepaid, or by expedited private delivery service, to Landlord and Tenant at the addresses first set forth in this Lease, or to such other addresses which Landlord or Tenant may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be two (2) business days after the date on which such notice is deposited in a post office of the United States Postal Service within the State of Indiana.

Section 10.04 Construction. Whenever a word appears herein in its singular form, such word shall include the plural; and the neuter gender shall include the masculine and feminine genders. This Lease shall be construed without reference of captions or titles of Articles or Sections, which are inserted for reference purposes only.

Section 10.05 Governing Law. This Lease has been executed under and shall be governed by the laws of the State of Indiana.

Section 10.06 Lease Memorandum. This Lease shall not be recorded; however, Landlord and Tenant agree they may execute and acknowledge a memorandum or short form Lease setting forth the parties, the actual Commencement Date, description of the Leased Premises, the Term and any other provisions hereof, the inclusions of which may be mutually agreed upon by Landlord and Tenant, which memorandum or short form Lease may be recorded by either party at any time after the execution of this Lease.

Section 10.07 Brokerage Involvement. Landlord and Tenant represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease and each of the parties shall indemnify and hold the other harmless from all liabilities arising from any such claims (including, without limitation, the cost of attorneys' fees in connection therewith) except as they shall agree in writing otherwise.

Section 10.08 Complete Agreement. This Lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided. Any amendment to this Lease or agreement hereafter made shall be ineffective to change, modify or discharge the Lease, in whole or in part, unless such amendment or agreement is in writing and signed by both parties hereto.

Section 10.09 Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

Section 10.10 Counterparts. This Lease may be executed in multiple counterparts, each of which counterpart shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

Section 10.11 Prior Lease. Landlord and Tenant hereby acknowledge that Landlord and Tenant are parties to a prior lease for the Leased Premises dated August 23, 2013 ("Prior Lease"). Landlord and Tenant mutually agree that the Prior Lease shall terminate on the Commencement Date of this Lease, and neither party shall thereafter have any obligation whatsoever to the other with respect to the Prior Lease, except for any provision of the Prior Lease that expressly survives the termination of the Prior Lease as stated therein.

[Remainder of page intentionally blank; signatures on following page(s)]

EXECUTED to be effective as of the date first above written.

Landlord:

X William A. Nesbitt M.D.
William A. Nesbitt, M.D.

Tenant:

FAYETTE MEMORIAL HOSPITAL
ASSOCIATION, INC.,
d/b/a Fayette Regional Health System

By: Randall White
Randall A. White, MBA, MS, CHE
Chief Executive Officer

EXHIBIT A
TO
LEASE AGREEMENT

Depiction/Description of Leased Premises

[TO BE ATTACHED]

STATE OF INDIANA)
) SS
COUNTY OF FAYETTE,)

AFFIDAVIT OF SURVIVORSHIP

Comes now Cynthia D. Nesbitt and states the following:

That William A. Nesbitt and Cynthia D. Nesbitt, (a/k/a Cynthia Nesbitt) husband and wife, were the owners as tenants by the entireties, of the following described real estate, located in the Township of Connersville, County of Fayette, and State of Indiana more particularly described as follows, to-wit:

TRACT 1
Parcel 1

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, being bounded and described as follows:

Beginning at a 5/8 inch re-bar/cap set, said point being South 00 degrees 37 minutes 00 seconds West 304.69 feet, South 79 degrees 24 minutes 00 seconds East 455.58 feet and South 00 degrees 37 minutes 00 seconds West 728.58 feet from the Northwest corner of the Northwest Quarter of said Section 29; thence from said point of beginning, South 00 degrees 37 minutes 00 seconds West 210.55 feet to a point on the centerline of State Road #44; thence North 87 degrees 28 minutes 00 seconds West along said centerline 36.96 feet to a point; thence along said centerline along a curve having a radius of 22,912.28 feet, a chord bearing of North 87 degrees 22 minutes 17 seconds West, a chord distance of 171.64 feet to a point; thence North 02 degrees 08 minutes 28 seconds East 212.78 feet to a 5/8 inch re-bar/cap set; thence South 86 degrees 43 minutes 29 seconds East 203.03 feet to the point of beginning, containing 1.000 acres of which 0.168 acres are currently in dedicated right of way and being subject to all easements and rights of way of record. The above described tract being a part of the land described in Deed Record Book 99, page 283 in the Office of the Recorder of Fayette County, Indiana. The above description is based on a survey completed under the direction of Jerry L. Gobin, registered Land Surveyor No. LS80040479 revised and dated March 8, 2010.

EASEMENT DESCRIPTION:

Parcel 2

Together with an Easement for ingress and egress for the benefit of Parcel 1: A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville township, Fayette County, Indiana, and being an easement for ingress and egress 30.00 feet in width and being 15.00 feet on each side of the following described centerline: Beginning at a point being South 00 degrees 37 minutes 00 seconds West 304.69 feet, South 79 degrees 24 minutes 00 seconds East 455.58 feet, South 00 degrees 37 minutes 00 seconds West 728.58 feet and North 86 degrees 43 minutes 29 seconds West 203.03 feet from the Northwest corner of the Northwest Quarter of said Section 29; thence from said point of beginning, South 02 degrees 08 minutes 28 seconds West 212.95 feet to a point on the centerline of State Road #44 and the end of this easement description.

Known as: 1550 E. State Road 44, Connersville, IN 47331

Parcel No.: 21-06-29-100-020.001-002

TRACT 2

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East, in Connersville Township, Fayette County, Indiana, being bounded and described as follows:

Beginning at a 5/8 inch re-bar/cap set, said point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet and south 00 degrees 37 minutes 00 seconds east 688.58 feet from the Northwest corner of the Northwest Quarter of said Section 29; thence from said point of beginning, south 00 degrees 37 minutes 00 seconds west 40.00 feet to a point; thence north 86 degrees 43 minutes 29 seconds west 203.03 feet to a point; thence north 02 degrees 08 minutes 28 seconds east 39.97 feet to a 5/8 inch rebar/cap set; thence south 86 degrees 43 minutes 29 seconds east 201.97 feet to the point of beginning, containing 0.186 acres and being subject to all easements and rights-of-way of record. The above described tract being a part of the land described in Deed Record Book 99, page 283 in the Office of the Recorder of Fayette County, Indiana. The above description is based on a survey completed under the direction of Jerry L. Gobin, Registered Land Surveyor No. LS80040479 revised and dated March 8, 2010.

EASEMENT DESCRIPTION:

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, and being an easement for ingress and egress 30.00 feet in width and being 15.00 feet on each side of the following described real estate:

Beginning at a point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet, south 00 degrees 37 minutes 00 seconds west 728.58 feet and north 86 degrees 43 minutes 29 seconds west 218.03 feet from the Northwest Corner of the Northwest Quarter of said Section 29; thence from said point of beginning north 02 degrees 08 minutes 28 seconds east 39.97 feet to the end of this easement description.

Known as: East State Road 44, Connersville, IN 47331

Parcel No.: 21-06-29-100-020.002-002

That William A. Nesbitt and Cynthia D. Nesbitt, (a/k/a Cynthia Nesbitt) husband and wife, took title to Tract 1 of the above described real estate pursuant to a Corporate Warranty Deed dated April 26, 2010, and recorded May 24, 2010, in Book 85, page 1223, in the Office of the Recorder of Fayette County, Indiana, and Tract 2 pursuant to a Corporate Warranty Deed dated April 21, 2011, and recorded May 17, 2011, in Book 89, page 3037, in the Office of the Recorder of Fayette County, Indiana. William A. Nesbitt and Cynthia D. Nesbitt lived continuously as husband and wife up until the death of William A. Nesbitt on November 2, 2018, at which time Cynthia D. Nesbitt acquired title to the above described real estate as the surviving tenant by the entirety. Cynthia D. Nesbitt and Cynthia Nesbitt are one and the same person.

That Cynthia D. Nesbitt makes this Affidavit for the purpose of inducing the Auditor of Fayette County, Indiana, to transfer the above described real estate on the transfer books to Cynthia D. Nesbitt, with a mailing address of 166 S. Villa Drive, Connersville, IN 47331.

Cynthia D. Nesbitt
CYNTHIA D. NESBITT

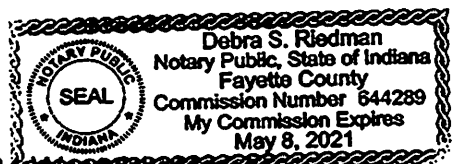
STATE OF INDIANA, COUNTY OF FAYETTE, SS

Before me, a Notary Public, in and for said County and State, on this 5th day of June, 2019, personally appeared Cynthia D. Nesbitt, affiant herein, and acknowledged the execution of the annexed and foregoing Affidavit of Survivorship and stated that the statements contained therein are true.

My Commission Expires:

May 8, 2021

Debra S. Riedman
Debra S. Riedman



This document was prepared by Peter D. Shaw, Attorney at Law, 124 West 6th Street, Connersville, IN 47331, phone (317) 825-3161 or 825-4191.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

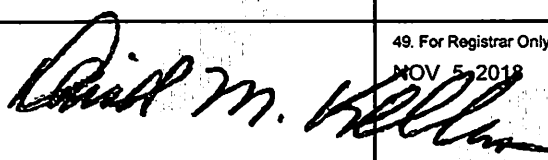
Debra S. Riedman



INDIANA STATE DEPARTMENT OF HEALTH CERTIFICATE OF DEATH

Local No. 2018-000917

State No. 053950

1. Decedent's Legal Name (First, Middle, Last) WILLIAM ALVA NESBITT			1a. Maiden Name (if Female)		2. Sex MALE	3. Time of Death 4:17:00 pm	4. Date of Death (Month/Day/Year) 11/2/2018		
5. Social Security Number 313-48-5376	6a. Age Yrs 71	6b. Under 1 Year Months 0	6c. Under 1 Month Days 0	6d. Under 1 Day Hours	6e. Under 1 Hour Minutes	7. Date of Birth (Month/Day/Year) 2/19/1947		8. Birthplace (City and State or Foreign Country) MARION, INDIANA	
9. Ever in U.S. Armed Forces? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		10. If Death Occurred in A Hospital <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Department Outpatient <input type="checkbox"/> Dead on Arrival			10a. If Death Occurred Somewhere Other Than a Hospital <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Nursing Home Long Term Care Facility <input type="checkbox"/> Other (specify)				
11. Facility Name (If Not Institution, Give Street and Number) REID HEALTH									
12. City or Town, State, and Zip Code RICHMOND, INDIANA 47374			13. County of Death WAYNE		14. Marital Status At Time of Death <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, But Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown				
15. Surviving Spouse's Name CYNTHIA DAWN NESBITT			15a. (If Wife) Give Maiden Last Name SIERP		16. Decedent's Usual Occupation PHYSICIAN			17. Kind of Business/Industry HEALTHCARE	
18. Residence - State INDIANA		18a. County FAYETTE		18b. City or Town CONNERSVILLE			18c. Street and Number 1665 VILLA DRIVE		
				18d. Apt No.	18e. Zip Code 47331		18f. Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
19. Decedent's Education DOCTORATE(PHD, EDD), PROFESSIONAL(MD, DDS, DVM, LL				20. Decedent of Hispanic Origin NOT HISPANIC			21. Decedent's Race WHITE		
22. Father's Name (First, Middle, Last) HOWELL DARIUS NESBITT			23. Mother's Name (First, Middle, Last) MARY VIRGINIA NESBITT			23a. Mother's Maiden Last Name BUTLER			
24. Informant's Name CYNTHIA NESBITT		24a. Relation to Decedent SPOUSE		24b. Mailing Address (Street and Number, City, State, Zip Code) 1665 VILLA DRIVE, CONNERSVILLE, INDIANA, 47331					
25. Place of Disposition									
25a. Method of Disposition <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal From State <input type="checkbox"/> Other (Specify)			25b. Place of Disposition (Name of Cemetery, Crematory, Other Place) EASTERN INDIANA CREMATORY			25c. Location - City, Town, and State LEWISVILLE INDIANA			
26. Was Coroner Contacted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		27. Name and Complete Address of Funeral Facility MILLER MOSTER ROBBINS FUNERAL HOME 1704 GRAND AVE CONNERSVILLE IN 47331					27a. Funeral Home License Number FH19900033		
27b. Signature of Indiana Funeral Service Licensee STEPHEN A ROBBINS, BY ELECTRONIC SIGNATURE						27c. License Number (Of Licensee) FD01007061			
Cause of Death (See Instructions and Examples)									
28. Part I Enter the Chain of Events - Diseases, Injuries, Or Complications - That Directly Caused The Death. Do Not Enter Terminal Events Such As Cardiac Arrest, Respiratory Arrest, Or Ventricular Fibrillation Without Showing The Etiology. Do Not Abbreviate. Enter Only One Cause On A Line. Add Additional Lines If Necessary.									
Immediate Cause (Final Disease Or Condition Resulting in Death)			A. ACUTE RESPIRATORY FAILURE					2 HOURS	
Sequentially List Conditions, If Any, Leading To The Cause Listed On Line A. Enter The Underlying Cause (Disease Or Injury That Initiated The Events Resulting In Death) Last			B. ACUTE PULMONARY EDEMA					5 DAYS	
			C. RIGHT LOWER LOBE PNEUMONIA					1 WEEK	
			D. DYSPHAGIA AND MALNUTRITION					2 MONTHS	
Part II. Enter Other Significant Conditions Contributing To Death But Not Resulting In The Underlying Cause Give HYPERTENSION- ARTHRITIS- SPINAL STENOSIS- CHRONIC LUMBAGO- SITUATIONAL DEPRESSION- ISCHEMIC HEART DISEASE						29. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
30. Were Autopsy Findings Available To Complete The Cause Of Death <input type="checkbox"/> Yes <input type="checkbox"/> No									
31. Did Tobacco Use Contribute To Death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		32. If Female: <input type="checkbox"/> Not Pregnant Within Past Year <input type="checkbox"/> Pregnant At Time Of Death <input type="checkbox"/> Not Pregnant, But Pregnant Within 42 Days Of Death <input type="checkbox"/> Not Pregnant, But Pregnant 43 Days To 1 Year Before Death <input type="checkbox"/> Unknown If Pregnant Within Past Year			33. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined				
34. Date of Injury		35. Time of Injury		36. Place of Injury			37. Injury At Work? <input type="checkbox"/> Yes <input type="checkbox"/> No		
38. Location of Injury - State		38a. City or Town		38b. Street & Number			38c. Apt No		38d. Zip Code
39. Describe How Injury Occurred						40. If Transportation Injury, Specify <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other			
41. Signature, Of Person Certifying Cause of Death DAVID DESANTIS, BY ELECTRONIC SIGNATURE						42. Certifier (Check Only One) <input checked="" type="checkbox"/> Certifying Physician <input type="checkbox"/> Coroner <input type="checkbox"/> Health Officer			
43. Name, Address And Zip Code Of Person Certifying Cause Of Death DAVID DESANTIS, 1050 REID PARKWAY SUITE 210 RICHMOND, IN 47374						44. License Number 01044050A		45. Date Certified 11/5/2018	
46. Additional Funeral Service Provider:						47. *Akas:			
48. Signature Of Local Health Officer: 						49. For Registrar Only - Date Filed (Month/Day/Year) NOV 5 2018			

WARNING: ORIGINAL DOCUMENT HAS A MULTICOLORED BACKGROUND ON SPECIAL WHITE SECURITY PAPER AND THE GREAT SEAL OF THE STATE OF INDIANA ON BACK THAT TURNS FROM ORANGE TO YELLOW WHEN RUBBED. ORIGINAL DOCUMENT HAS A HIDDEN VOID ON FRONT THAT APPEARS WHEN PHOTOCOPIED.

DULY ENTERED FOR
TAXATION
Original Filed Acceptance for Transfer

MAY 24 2010

Mary R. Hines
Auditor, Fayette County

201000001589
Filed for Record in
FAYETTE COUNTY, IN
MELINDA SUDHOFF, RECORDER
05-24-2010 At 10:33 am.
CORP WARR 28.00
DR Book 85 Page 1223 - 1229
Instrument Book Page
201000001589 DR 85 1223

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH: That Eastland Heights Incorporated, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to William A. Nesbitt and Cynthia D. Nesbitt, husband and wife the following described real estate situate in the Township of Connersville, County of Fayette and State of Indiana, to-wit:

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, being bounded and described as follows:

Parcel 1:

Beginning at a 5/8 inch re-bar/cap set, said point being South 00 degrees 37 minutes 00 seconds West 304.69 feet, South 79 degrees 24 minutes 00 seconds East 455.58 feet and South 00 degrees 37 minutes 00 seconds West 728.58 feet from the Northwest corner of the Northwest Quarter of said Section 29; thence from said point of beginning, South 00 degrees 37 minutes 00 seconds West 210.55 feet to a point on the centerline of State Road #44; thence North 87 degrees 28 minutes 00 seconds West along said centerline 36.96 feet to a point; thence along said centerline along a curve having a radius of 22,912.28 feet, a chord bearing of North 87 degrees 22 minutes 17 seconds West, a chord distance of 171.64 feet to a point; thence North 02 degrees 08 minutes 28 seconds East 212.78 feet to a 5/8 inch re-bar/cap set; thence South 86 degrees 43 minutes 29 seconds East 203.03 feet to the point of beginning, containing 1.000 acres of which 0.168 acres are currently in dedicated right of way and being subject to all easements and rights of way of record. The above described tract being a part of the land described in Deed Record Book 99, page 283 in the Office of the Recorder of Fayette County, Indiana. The above description is based on a survey completed under the direction of Jerry L. Gobin, Registered Land Surveyor No. LS80040479 revised and dated March 8, 2010.

Easement Description:

Parcel 2:

Together with an Easement for ingress and egress for the benefit of Parcel 1: A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, and being an easement for ingress and egress 30.00 feet in width and being 15.00 feet on each side of the following described

centerline: Beginning at a point being South 00 degrees 37 minutes 00 seconds West 304.69 feet, South 79 degrees 24 minutes 00 seconds East 455.58 feet, South 00 degrees 37 minutes 00 seconds West 728.58 feet and North 86 degrees 43 minutes 29 seconds West 203.03 feet from the Northwest corner of the Northwest Quarter of said Section 29; thence from said point of beginning, South 02 degrees 08 minutes 28 seconds West 212.95 feet to a point on the centerline of State Road #44 and the end of this easement description.

Commonly known as East State Road 44, Connersville, IN 47331
Parcel No.: 21-06-29-100-020.000-002

This conveyance is subject to conditions and restrictions as noted in the Warranty Deed to John Frank and Emma Jane Rowe in Deed Record 93, pages 1365-1366, recorded July 13, 1994.

This conveyance is made subject to the taxes assessed on said real estate due and payable in November 2010, and thereafter, and which said taxes Grantees herein assume and agree to pay.

Possession of said real estate shall be Day of closing.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are the duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors to execute and deliver this deed; that the Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

Grantor certifies that no gross income tax is due with respect to this transaction.

No evidence or opinion of title has been requested of or provided by the law firm preparing this document regarding hereinbefore described real estate.

IN WITNESS WHEREOF, Eastland Heights Incorporated, duly authorized by its Board of Directors, has hereunto caused its corporate name to be signed by John Frank, President, this 26 day of April, 2010.

EASTLAND HEIGHTS INCORPORATED

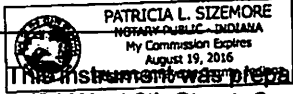
BY: John Frank
JOHN FRANK, PRESIDENT

STATE OF INDIANA, COUNTY OF FAYETTE, SS:

Before me, the undersigned, a Notary Public, for the State of Indiana, and residing in Fayette County, Indiana, on this 26 day of April, 2010, personally appeared, John Frank, President, of Eastland Heights Incorporated, who acknowledged the execution of the foregoing Corporate Warranty Deed on behalf of such corporation, and who, having been duly sworn, stated that the representations therein contained are true.

My Commission Expires:

Patricia L. Sizemore



_____, NOTARY PUBLIC

This instrument was prepared by Peter D. Shaw, SHAW & WILHOITE, Attorneys at Law, 124 West 6th Street, Connersville, Indiana 47331. Phone: (765)825-3161 or 825-4191

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Patricia L. Sizemore

SEND TAX STATEMENTS TO:

William A Nesbitt
Cynthia D. Nesbitt
158 S. Locust DR.
CONnersville, IN 47331

ORIGINAL BOUNDARY SURVEY**JOHN FRANK****N.W. ¼ Section 29, Township 14 North, Range 13 East
Connersville Township, Fayette County, Indiana**

In accordance with Title 865, Articles 1-12-1 through 1-12-30 (Rule 12) of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- a) Variances in the reference monuments:
- b) Discrepancies in record descriptions and plats:
- c) Inconsistencies in line of occupation:

The relative positional accuracy of the corners of the subject tract established this survey is within the specifications for a Suburban Class Survey, 0.13 foot (40 millimeters) plus 100 parts per million.

- a) Variances in the reference monuments,

Existing monuments are as follows:

We re-determined the centerline of Chessie Railroad System, which is our North line.

A Stone was found at the Northwest Corner of the Northwest Quarter of said Section 29, the uncertainty associated with this corner is undetermined.

We found the re-bars and caps along the East side at the right-of-way of State Road #44 and at the right-of-way of the Chessie Railroad system.

We used a survey by myself of Frank's original 10.00 acre tract as the base of our survey, June 3, 1994.

Indiana State Highway right-of-way is 35 feet, our half.

We had done a survey for Dr. Abou Mazdai, for the medical clinic South of our property, the East boundary is the Southward extension of our Section line. We used the re-bar and cap at the Southeast Corner as a point on line.

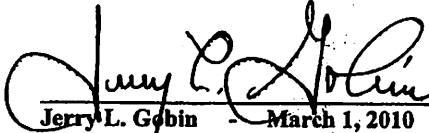
- b) No discrepancies in the record descriptions were found.
- c) No inconsistencies in line of occupation were found.

As a result of the above observations it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

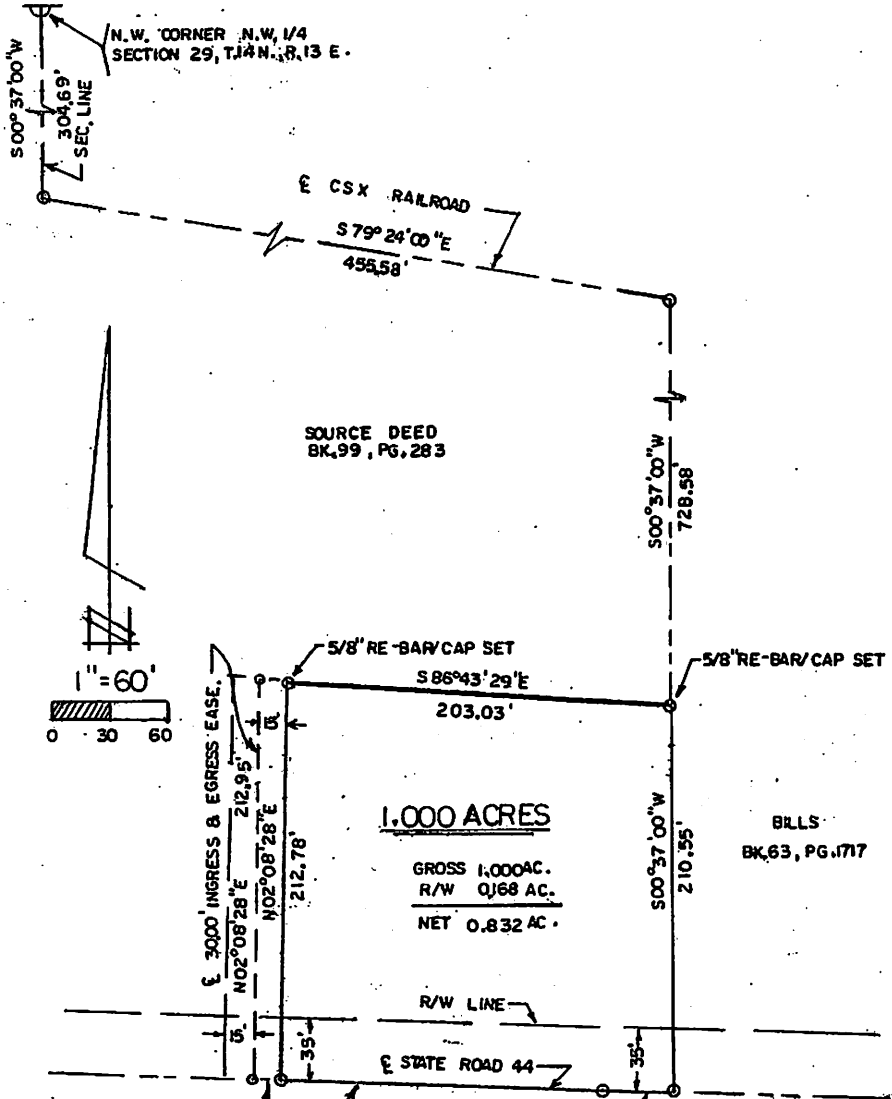
- a) Due to variances in the monuments: Negligible.
- b) Due to discrepancies in record descriptions and plats: Negligible.
- c) Due to inconsistencies in line of occupation: Negligible.

CERTIFICATION

I, Jerry L. Gobin, do hereby certify that this survey was performed by me and under my supervision, that to the best of my knowledge and belief was executed according to the requirements of Indiana Administrative Code 865, Articles 1-12-1 through 1-12-30 (Rule 12) and was completed on March 1, 2010.


Jerry L. Gobin - March 1, 2010 *REVISED 3/8/10*
Registered Land Surveyor #LS80040479
3218 W. Serenity Parkway
Connersville, Indiana 47331

SURVEY FOR JOHN FRANK



B.L.L.S. BK.63, PG. 1717

BLAKLEY BK.51, PG. 482



Jerry L. Gobin
March 1, 2010 Revised 3/8/10

SURVEY FOR JOHN FRANK

DESCRIPTION

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, being bounded and described as follows:

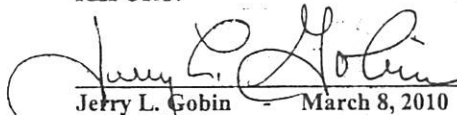
Beginning at a 5/8 inch re-bar/cap set, said point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet and south 00 degrees 37 minutes 00 seconds west 728.58 feet from the Northwest Corner of the Northwest Quarter of said Section 29; thence from said point of beginning, south 00 degrees 37 minutes 00 seconds west 210.55 feet to a point on the centerline of State Road #44; thence north 87 degrees 28 minutes 00 seconds west along said centerline 36.96 feet to a point; thence along said centerline along a curve having a radius of 22,912.28 feet, a chord bearing of north 87 degrees 22 minutes 17 seconds west, a chord distance of 171.64 feet to a point; thence north 02 degrees 08 minutes 28 seconds east 212.78 feet to a 5/8 inch re-bar/cap set; thence south 86 degrees 43 minutes 29 seconds east 203.03 feet to the point of beginning, containing 1.000 acres of which 0.168 acres are currently in dedicated right-of-way and being subject to all easements and rights-of-way of record. The above described tract being a part of the land described in Deed Record Book 99, page 283 in the Office of the Recorder of Fayette County, Indiana.

EASEMENT DESCRIPTION

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, and being an easement for ingress and egress 30.00 feet in width and being 15.00 feet on each side of the following described centerline:

Beginning at a point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet, south 00 degrees 37 minutes 00 seconds west 728.58 feet and north 86 degrees 43 minutes 29 seconds west 203.03 feet from the Northwest Corner of the Northwest Quarter of said Section 29; thence from said point of beginning, south 02 degrees 08 minutes 28 seconds west 212.95 feet to a point on the centerline of State Road #44 and the end of this easement description.

SEE ATTACHED SHEETS FOR CERTIFICATION AND SURVEYOR'S REPORT.


Jerry L. Gobin - March 8, 2010 - REVISED
Registered Land Surveyor #LS80040479
3218 W. Serenity Parkway
Connersville, Indiana 47331

201100001476
Filed for Record in
FAYETTE COUNTY, IN
ANN FROST, RECORDER
05-17-2011 At 01:31 pm.
CORP WARR 22.00
OR Book 89 Page 3037 - 3040

DULY ENTERED FOR
TAXATION
Subject to Final Acceptance for Transfer

MAY 17 2011

Anna Shaw Kidd
Auditor, Fayette County

Instrument Book Page
201100001476 OR 89 3037

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that **EASTLAND HEIGHTS INC.**, an Indiana Corporation, (GRANTOR), **CONVEYS AND WARRANTS** to **WILLIAM A. NESBITT AND CYNTHIA NESBITT**, husband and wife, (GRANTEES), of Fayette County, Indiana for the sum of One Dollar (\$1.00) and other consideration, the receipt of which is hereby acknowledged, the following described real estate situate in the County of Fayette and State of Indiana, being more particularly described as follows, to-wit:

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East, in Connersville Township, Fayette County, Indiana, being bounded and described as follows:

Beginning at a 5/8 inch re-bar/cap set, said point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet and south 00 degrees 37 minutes 00 seconds east 688.58 feet from the Northwest corner of the Northwest Quarter of said Section 29; thence from said point of beginning, south 00 degrees 37 minute 00 seconds west 40.00 feet to a point; thence north 86 degrees 43 minutes 29 seconds west 203.03 feet to a point; thence north 02 degrees 08 minutes 28 seconds east 39.97 feet to a 5/8 inch rebar/cap set; thence south 86 degrees 43 minutes 29 seconds east 201.97 feet to the point of beginning, containing 0.186 acres and being subject to all easements and rights-of-way of record. The above described tract being a part of the land described in Deed Record Book 99, page 283 in the Office of the Recorder of Fayette County, Indiana. The above description is based on a survey completed under the direction of Jerry L. Gobin, Registered Land Surveyor No. LS80040479 revised and dated March 8, 2010.

EASEMENT DESCRIPTION:

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East, in Connersville Township, Fayette County, Indiana, and being an easement for ingress and egress 30.00 feet in width and being 15.00 feet on each side of the following described real estate:

Beginning at a point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet, south 00 degrees 37 minutes 00 seconds west 728.58 feet and north 86 degrees 43 minutes 29 seconds west 218.03 feet from the Northwest Corner of the Northwest Quarter of said Section 29; thence from said point of beginning north 02 degrees 08 minutes 28 seconds east 39.97 feet to the end of this easement description.

Property address: East State Road 44, Connersville, IN 47331.

Grantees' mailing address: 158 S. Locust Drive, Connersville, IN 47331.

This conveyance is made subject to the taxes thereon due and payable in November 2011, and thereafter, which taxes the Grantees herein assume and agree to pay.

This conveyance is subject to conditions and restrictions as noted in the Warranty Deed to John Frank and Emma Jane Rowe in Deed Record 93, pages 1365-1366, recorded July 13, 1994.

This conveyance is made subject to all Zoning Ordinances of Fayette County, Indiana, all land use regulations, all visible easements, restrictions, other easements, rights of way and stipulations of record affecting said real estate.

The undersigned person executing this deed on behalf of Grantor represents and certifies that she is the duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor herein has executed this Corporate Warranty Deed this 21st day of April, 2011.

EASTLAND HEIGHTS, INC.

By: H. Joyce Frank
H. Joyce Frank, President

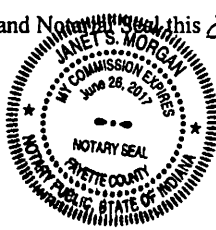
STATE OF INDIANA, COUNTY OF FAYETTE, SS:

Before me, a Notary Public, in and for said County and State personally appeared Joyce Frank, as President of Eastland Heights, Inc., and acknowledged the execution of the foregoing Corporate Warranty Deed, and who, after being duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notary Seal, this 21st day of April, 2011.

My Commission Expires:

06-26-17



Janet S. Morgan
JANET S. MORGAN, Notary Public
Residing in Fayette County, Indiana

(Note: No opinion of title has been requested of or provided by the attorney preparing this deed.)

THIS DOCUMENT PREPARED BY GARY E. SMITH, ATTORNEY AT LAW
SMITH LAW OFFICE, 324 CENTRAL AVENUE, CONNERSVILLE, IN 47331.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. (Gary E. Smith)

DESCRIPTION Tract 2

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, being bounded and described as follows:

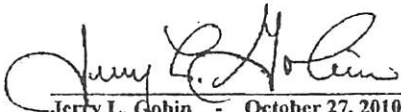
Beginning at a 5/8 inch re-bar/cap set, said point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet and south 00 degrees 37 minutes 00 seconds east 688.58 feet from the Northwest Corner of the Northwest Quarter of said Section 29; thence from said point of beginning, south 00 degrees 37 minutes 00 seconds west 40.00 feet to a point; thence north 86 degrees 43 minutes 29 seconds west 203.03 feet to a point; thence north 02 degrees 08 minutes 28 seconds east 39.97 feet to a 5/8 inch re-bar/cap set; thence south 86 degrees 43 minutes 29 seconds east 201.97 feet to the point of beginning, containing 0.186 acres and being subject to all easements and rights-of-way of record. The above described tract being a part of the land described in Deed Record Book 99, page 283 in the Office of the Recorder of Fayette County, Indiana.

EASEMENT DESCRIPTION

A part of the Northwest Quarter of Section 29, Township 14 North, Range 13 East in Connersville Township, Fayette County, Indiana, and being an easement for ingress and egress 30.00 feet in width and being 15.00 feet on each side of the following described centerline:

Beginning at a point being south 00 degrees 37 minutes 00 seconds west 304.69 feet, south 79 degrees 24 minutes 00 seconds east 455.58 feet, south 00 degrees 37 minutes 00 seconds west 728.58 feet and north 86 degrees 43 minutes 29 seconds west 218.03 feet from the Northwest Corner of the Northwest quarter of said Section 29; thence from said point of beginning north 02 degrees 08 minutes 28 seconds east 39.97 feet to the end of this easement description.

SEE ATTACHED SHEETS FOR CERTIFICATION AND SURVEYOR'S REPORT.



Jerry L. Gobin - October 27, 2010
Registered Land Surveyor #LS80040479
3218 W. Serenity Parkway
Connersville, Indiana 47331



