

THIS PURCHASE AND SALE AGREEMENT, made this 30th day of November, 2012 (herein, the “**Agreement**”), by and between **GOLDEN HILL LOCAL DEVELOPMENT CORPORATION**, not-for-profit local development corporation duly organized and validly existing under the laws of the State, having an office for the transaction of business at 244 Fair Street, Kingston, New York 12402 (herein, the “**Corporation**” or “**Seller**”), **GOLDEN HILL PLANNING CORPORATION**, a New York corporation (the “**Asset Purchaser**”), and **GOLDEN HILL ACQUISITION CORPORATION**, a New York corporation (the “**Real Property Purchaser**” and collectively with the Asset Purchaser, the “**Purchaser**”, and the Corporation, Asset Purchaser, and the Real Property Purchaser are sometimes referred to herein as “**Parties**”).

WITNESSETH:

WHEREAS, the COUNTY OF ULSTER, NEW YORK (herein, the “**County**”), operates the Golden Hill Health Care Center located at 99 Golden Hill Drive, Kingston, New York, a fully licensed 280-bed Facility and rehabilitation facility (the “**Facility**”); and

WHEREAS, the County has determined that efficiency in government services is an important goal throughout the State of New York given the fiduciary responsibility to the taxpayers and given the state of fiscal affairs presently existing within the State and within the County; and

WHEREAS, pursuant to Resolution Number 266 of 2011, adopted December 5, 2011 (herein, the “**County Authorizing Resolution**”), the County authorized (i) the undertaking of a certain Disposition, as defined within the County Authorizing Resolution and more particularly described herein (collectively, the “**Disposition**”) of a fee and/or leasehold interest to the Corporation of portions of a certain parcel of land associated with the Facility, along with the buildings and improvements located thereon, along with the Facility Business Assets, as defined herein; (ii) the establishment of the Corporation to assist the County with the marketing and disposition of all or portions of the Facility Assets to the highest qualified bidder in accordance with the provisions set forth within the County Authorizing Resolution; and (iii) reservation by the County of rights to continue operating the Facility Assets until the Transfer is undertaken by the Corporation; and

WHEREAS, pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State, the Corporation was established as a not-for-profit local development corporation of the State pursuant to the filing of a Certificate of Incorporation with the New York Secretary of State on the 7th day of October, 2011; and

WHEREAS, in furtherance of the foregoing, and in accordance with the County Authorizing Resolution, the County and the Corporation previously entered into a certain Lease Agreement with Exclusive Option to Purchase, dated as of June 1, 2012 (the “**Lease Agreement**”), wherein the Corporation leases the Facility from the County and is granted an exclusive option to acquire the Facility Assets (the “**Option**”, as more particularly defined within the Lease Agreement), and, so as to reflect the reservation of rights by the County to continue to operate the Facility until its rights are terminated by the Corporation, a reservation of rights

agreement styled as a Leaseback Agreement, was entered into and also dated as of June 1, 2012 (the "**Leaseback Agreement**"); and

WHEREAS, the Corporation issued a certain Offering Memorandum (the "**Offering Memorandum**") and Request for Proposals ("**RFP**") on June, 2012 (relating to the Disposition and Transfer; and

WHEREAS, the Corporation received responses to the Offering Memorandum and RFP from proposers to purchase the Facility Assets, pursuant to the terms of this Agreement and the Offering Memorandum; and

WHEREAS, the Corporation has selected the proposal submitted by Dr. Anthony J. Bacchi, MD, Martin Farbenblum, and Edward O. Farbenblum, Esq., along with Susquehanna Nursing & Rehabilitation Center, LLC for purposes of serving as the Selected Operator; and

WHEREAS, Dr. Anthony J. Bacchi, MD, Martin Farbenblum, and Edward O. Farbenblum, Esq. (and collectively herein, the "**Guarantors**"). have caused the formation of the Asset Purchaser and Real Estate Purchaser for purposes of carrying out the Transfer of the Facility Assets and serving as Selected Operator; and

WHEREAS, the Corporation, the Asset Purchaser and Real Estate Purchaser desire to enter into this Agreement to establish the terms and conditions under which the Asset Purchaser and Real Estate Purchaser will each acquire the Facility Business Assets and Facility Real Property, respectively (as such terms are further defined herein) and the terms and conditions under which the Corporation will undertake the Transfer of the Facility Assets; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Purchaser shall identify a service provider (the "**Service Provider**"), an affiliate of the Asset Purchaser, and the Seller and County shall enter into an agreement to address access for the Service Provider and to address certain transitional issues (the "**Transition Agreement**"), such Transition Agreement setting forth certain rights and obligations of the Service Provider; separately, the County and the Corporation shall enter into a First Amendment to the Leaseback Agreement to provide for certain covenants and representations of the County relative to the Facility and the County's operation thereof.

NOW, THEREFORE, in consideration of the mutual premises and obligations set forth herein, the Parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

GENERAL

Section 1.1 Definitions. Words and terms that are used herein as defined terms shall (unless otherwise defined herein or unless the context clearly requires otherwise) have the following meanings:

“Acquisition Price” means the price to be paid by the Purchaser to the Corporation under this Agreement for the purchase of the Facility Assets.

“Act of Bankruptcy” means that either of the Asset Purchaser or the Real Property Purchaser (a) shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or, liquidator of all or a substantial part of its assets; (b) shall have admitted in writing the inability generally, to pay its debts as such debts become due; (c) shall have made a general assignment for the benefit of creditors; (d) shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors; (e) shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding; or (f) an order, judgment or decree for relief in respect of the Asset Purchaser or the Real Property Purchaser shall have been entered in an involuntary case, without the application, approval or consent of the Asset Purchaser or the Real Property Purchaser by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator for the Asset Purchaser or the Real Property Purchaser or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days; (g) the Purchaser shall have filed a voluntary petition in bankruptcy; (h) the Asset Purchaser or the Real Property Purchaser shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof; or (i) an order for relief shall have been entered against the Asset Purchaser or the Real Property Purchaser under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. § 301.

“ALTA Policy” means the most recent Standard American Land Title Association Owner's Form Policy of Title Insurance in the amount of the Acquisition Price with respect to the Facility Real Property, issued by a title insurance company authorized to insure titles to real property in the State, selected by the Purchaser that insures that fee simple title to the Facility Real Property, together with beneficial rights to the Easements, are vested in the Purchaser, subject only to the Permitted Encumbrances, provided that in the event Subdivision Approval is not obtained as provided in this Agreement, the term “ALTA Policy” shall mean a Standard American Land Title Association Leasehold Policy of Title Insurance in the amount of the Acquisition Price, issued by a title insurance company authorized to insure titles to real property in the State, selected by the Purchaser that insures that a leasehold estate to the Facility Real Property, together with beneficial rights to the Easements, are vested in the Purchaser subject only to the Permitted Encumbrances.

“Applicable Laws” means the Facility Licenses and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, ordinance, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Body relating to the Asset Purchaser or the Real Property Purchaser, the Facility, the Facility Assets, the Facility Real Property, the County (to the extent related to the Facility and/or the Facility Assets), including, but not limited to, permits, licenses, certificates of occupancy.

“Contract Date” means the date of execution of this Agreement by all Parties.

“CON Approval” means the issuance of a final non-contingent Certificate of Need (“CON”) by the PHHPC to the Asset Purchaser to operate the Facility as a skilled nursing facility without any conditions Asset Purchaser deems unacceptable.

“DOH” means the New York State Department of Health, or any successor agency to which the powers of the DOH have been transferred.

“Environmental Laws” means all federal, state, county and local laws, rules, ordinances, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind governing pollution or contamination of the environment, occupational health and safety.

“Environmental Permits” means all permits, authorizations, approvals, registrations, certificates, licenses or consents required by Environmental Laws in connection with the Corporation’s transfer of ownership of the Facility Assets and the County’s operation of the Facility.

“Event of Default” means any event which is specified as such under the terms of Article VI hereof.

“Escrow Agent” shall mean Harris Beach PLLC.

“Governmental Body” means, as appropriate, anyone or several of: the United States of America, the State, the County, or any court of competent jurisdiction, agency, authority, regulatory body or political subdivision of the United States of America, the State or the County that may have jurisdiction over or power and authority to regulate the Asset Purchaser or the Real Property Purchaser, the Facility, the Facility Assets and/or the County (to the extent related to the Facility and/or the Facility Assets).

“Hazardous Materials” means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any State or federal law or regulation. “Disposal” shall be defined in the same manner as that term is defined in the Rules and Regulations of the Department of Environmental Conservation at 6NYCRR Part 370.2(b)(48). “Release” shall be defined in the same manner as that term is defined at 42 U.S. Code, Section 9601(22).

“Facility Assets” means, collectively, the Facility Business Assets, and the Facility Real Property.

“Facility Business Assets” has the meaning set forth within **Section 2.2(b)** hereof.

“Facility License” means the Certificate of Need issued by the DOH and/or PHHPC to the County, pursuant to which the County operates the Facility as a 280-bed skilled nursing facility, together with all other rights and obligations the County may have with respect to the Facility.

“Facility Licensed Capacity” means the number of licensed beds (280) at the Facility, as evidenced by the Facility License.

“Facility Real Property” has the meaning set forth within Section 2.2(a) hereof.

“Guarantors” shall mean Dr. Anthony J. Bacchi, MD, Martin Farbenblum, and Edward O. Farbenblum, Esq..

“Material Issue” means either any single issue, circumstance or fact or series of issues, circumstances or facts, with respect to the Facility Assets discovered and documented in a third-party report or otherwise that creates a potential liability or expense to Purchaser for repair or remedial costs or other expense, liability or obligation equal to or greater than Five Hundred Thousand Dollars (\$500,000).

“Permitted Encumbrances” means any of the following:

(a) minor defects and irregularities in the title to the Facility Real Property that do not materially impair use of the Facility Real Property in the manner contemplated by the terms of this Agreement or render title to the Facility Real Property unmarketable and do not materially impair the use of such property for the purposes for which it is or may reasonably be expected to be held by the Real Property Purchaser, provided, however, that the ALTA Policy issued at Closing affirmatively insures against Purchaser's loss or damage arising out of or relating to such items or by reason of any encroachment, overlap, boundary dispute or private easement, and further insures that none of such items interfere with the use of the Facility Real Property as a long term care facility;

(b) easements, exceptions, restrictions or reservations, and rights-of-way for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, highways, railroad purposes, drainage and sewerage purposes, or canals, laterals, ditches, and other like purposes, or for the joint and common use of the Facility Real Property that do not materially impair the use of such property for the purposes for which it is or may reasonably be expected to be held; provided, however, that the ALTA Policy issued at Closing affirmatively insures against Purchaser's loss or damage arising out of or relating to such items or by reason of any encroachment, overlap, boundary dispute or private easement, and further insures that none of such items interfere with the use of the Facility Real Property as a long term care facility;

(c) rights, identified in the ALTA Policy and subject to the Real Property Purchaser's reasonable approval, that are reserved to or vested in any municipality or governmental or other authority to control or regulate or use in any manner any portion of the Facility Real Property which do not materially impair the use of such property for the purposes for which it is or may reasonably be expected to be held by the Real Property Purchaser, provided, however, that the ALTA Policy issued at Closing affirmatively insures against Purchaser's loss or damage arising out of or relating to such items or by reason of any encroachment, overlap, boundary dispute or private easement, and further insures that none of such items interfere with the use of the Facility Real Property as a long term care facility;

(d) present zoning laws and ordinances pertaining to the Facility Real Property and its present use, which are not violated; and

(e) easements for ingress and egress for vehicular and pedestrian traffic and easements for installation and maintenance of utilities as reasonably determined and agreed upon from time to time by the Seller or Ulster County and the Real Property Purchaser, to the portion of the property currently held by the County of Ulster and located to the rear of the Facility Real Property in accordance with Section 2.9 herein.

"Phase I Report" means that certain Phase I Environmental Site Assessment Report prepared by HRP Associates, Inc., provided to the Purchaser by the Seller, dated October 29, 2012, and issued on November 2, 2012.

"Phase II Report" means the Phase II report to be obtained by Seller and provided to Purchaser as provided in **Section 2.8(b)**.

"PHHPC" means the New York State Public Health and Health Planning Council, or any successor agency to which the powers of the PHHPC have been transferred.

"Pre-CON Approval Closing" shall mean a closing whereby the Purchaser acquires the Facility Assets, subject to the terms of the Amended and Restated Leaseback Agreement to the County which Amended and Restated Leaseback Agreement shall require rental to be paid by the County equal to debt service on the debt actually incurred by the Purchaser, not to exceed \$9,250,000, to acquire the Facility Assets, together with real estate taxes and operating expenses for which Purchaser may be responsible during the term hereof, together with those terms set forth in Exhibit 2.1.

"State" means the State of New York.

"Subdivision" means all approvals required, from any Governmental Body or other authorities having jurisdiction, including the expiration of all applicable appeal periods, for the filing on the Ulster County Clerk's office, of a subdivision map, which shall result in the creation of the Facility Real Property as a parcel separate and distinct from the parcel in which it is currently a part, and having filed such approved lot line revision map on the Ulster County Clerk's office.

The following terms shall have such meaning as set forth in the corresponding section:

Agreement	Initial Paragraph
Amended and Restated Lease Agreement	Section 2.9(d)
Amended and Restated Leaseback Agreement	Section 2.9(d)
Asset Purchaser	Initial Paragraph
Assumed Liabilities	Section 2.17
Benefit Plan	Section 4.3(h)
Broker	Section 2.10
Casualty	Section 5.1
Casualty Notice	Section 5.1
CBA's	Section 4.3(g)
Claim	Section 6.9(c)
Closing	Section 2.1(a)
Closing Date for Operational Transition	Section 2.16(c)
COBRA	Section 4.3(g)
Code	Section 2.7
CON	Section 2.12
Conditional Inspection Period	Section 2.8(d)
Corporation	Initial Paragraph
County	Initial Paragraph
County Authorizing Resolution	Whereas Clauses
Determination Date	Section 6.9(c)
Easements	Section 2.9(a)
ERISA	Section 4.3(h)
Escrow Agreement	Section 2.5(a)(iv)
Escrow Amount	Section 2.5(a)(iv)
Excluded Assets	Section 2.3
Excluded Liabilities	Section 2.18
Facility	Whereas Clauses
Facility Business Assets	Section 2.1(a)
Facility Real Property	Section 2.1(a)
First Deposit	Section 2.5(a)(i)
Indemnitee	Section 6.9(c)
Indemnitor	Section 6.9(c)
Lease Agreement	Whereas Clauses
Lease Amendments	Section 2.9(d)
Leaseback Agreement	Whereas Clauses
Leases	2.1(b)
Multiemployer Plan	Section 4.3(hg)
Negotiation Period	Section 6.9(c)
Offering Memorandum	Whereas Clauses

Option	Whereas Clauses
Payment Programs	Section 4.3(b)
Parties	Initial Paragraph
Permits	Section 2.1(b)
Real Property Purchaser	Initial Paragraph
RFP	Whereas Clauses
RPTL	Section 2.6
Second Deposit	Section 2.5(a)(ii)
Seller	Initial Paragraph
Seller's Response Period	Section 2.8(b)
Service Provider	Whereas Clauses
Subdivision Approval	Section 2.9(b)
Subdivision Documents	Section 2.9(b)
Survey	Section 2.8(a)
Title Commitment	Section 2.8(b)
Third Deposit	Section 2.5(a)(iii)
Third Party Claim	Section 6.9(c)
Transition Agreement	Whereas Clauses
WARN Act	Section 2.18

Section 1.2 Interpretation. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and similar terms, refer to this Agreement; the term "heretofore" means before the Contract Date; and the term "hereafter" means after the Contract Date. Unless otherwise noted, the words "include," "includes," and "including," as used in this Agreement, shall be deemed to be followed by the phrase "without limitation." The words "agree," "agreements," "approval," and "consent," as used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as may otherwise be specified. Words importing the masculine gender include the feminine gender or the neuter and vice versa, as the case may be. Words importing the singular number include the plural number and vice versa.

Section 1.3 Time of the Essence. All dates and times set forth in this Agreement are "OF THE ESSENCE", the specified time and dates in this Agreement shall be performed on or before such time as set forth in this Agreement, subject to applicable notice and cure periods; provided in all events, notwithstanding any other term or condition contained herein, provided there is no uncured Event of Default as described in Sections 6.4 and 6.5 herein, it shall be an Event of Default hereunder if the Purchaser has failed to purchase the Facility Assets on or before December 15, 2013 under the terms of the Pre-Con Approval Closing unless said obligation is waived by the Seller in its sole and absolute discretion, in which event the Purchaser shall not have the right to undertake the Pre-Con Approval Closing, as described in Section 2.1 hereof.

Section 1.4 Costs. Other than as expressly set forth herein, the following third party costs relating to the sale and settlement of the Facility Assets shall be the sole obligation of the Purchaser: recording the deed and/or assignments, any and all transfer tax associated with the transfer, all searches, survey updates, all title company settlement charges, closing expenses,

legal expenses of the Purchaser, settlement fees, Purchaser's environmental investigations, title search fees, insurance fees, appraisal fees, and any other and all other costs of Purchaser associated with the transaction contemplated by this Agreement. Seller shall be responsible for its own attorneys', accountants', and professional fees and expenses, all amounts incurred to comply with any obligation of the Corporation set forth herein (ie. Title updates and survey described in Section 2.8), all amounts due to the Broker and, in the event of a repurchase as described in Section 2.1, recording fees and transfer taxes on repurchase.

Section 1.5 Due Diligence. Prior to execution of this Agreement, Purchaser has had the opportunity to employ one or more environmental consultants and other professionals to perform or complete an environmental inspection and assessment of the Facility (subject to the results of the Phase II report described in Section 2.8(c)), and/or to employ engineers or others to perform a physical examination of the buildings, fixtures and systems at the Facility to determine their condition. Purchaser and Purchaser's agents also had the right to undertake or complete a technical review of all documentation, reports, plans, studies and other information made available by the Corporation regarding the environmental condition of the Premises and/or its physical condition, which the Corporation has made available to Purchaser and Purchaser's agents for review and copying. Seller represents and warrants to Purchaser that all documentation, reports, plans, studies and other information which have been made available to Purchaser for its inspection, are true, complete and correct in all material respects.

ARTICLE II **CONVEYANCE OF THE FACILITY ASSETS**

Section 2.1 General Overview/Description of Closing.

In order to effectuate the transactions contemplated by this Agreement, in accordance with the County Authorizing Resolution and Lease Agreement, and subject to the terms of this Agreement, the Corporation shall, on the earlier of the Pre-CON Approval Closing or the Closing Date for Operational Transition (the "**Closing**") convey the Facility Real Property and the Facility Business Assets to the Real Property Purchaser and Asset Purchaser, respectively, at the direction and option of the Purchaser as follows: (i) in the event the Facility Real Property receives Subdivision Approval, the Corporation will either exercise the Option prior to the above described transfer or shall assign to Purchaser the Option; or (ii) in the event the Facility Real Property has not received Subdivision Approval, the County and the Real Property Purchaser shall enter into the Amended and Restated Lease Agreement, and if the Closing Date for Operational Transition shall not occur simultaneously with the Closing, the County and the Real Property Purchaser shall enter into the Amended and Restated Leaseback Agreement at Closing, in each instance such Amended and Restated Lease Agreement and Amended and Restated Leaseback Agreement shall include those terms described in Exhibit 2.1, as applicable, together with all other commercially reasonable terms that address financability with a presumption that terms required by a bona fide lender to the Purchaser are commercially reasonable.

The foregoing conveyance shall be undertaken by the Corporation and/or Corporation in exchange for payment of the Acquisition Price to the Corporation and/or

Corporation as set forth herein. Subject only to the conditions and contingencies set forth herein, the Closing shall take place at the offices of the County, 244 Fair Street, Kingston, New York, or at such other location as the Parties may mutually designate in writing. The Closing shall be scheduled and occur on or before December 15, 2013 and the Closing Date for Operational Transition (should the Closing Date for Operational Transition occur after the Pre-CON Approval Closing) shall occur on or before November 15, 2014 (“CON Approval Deadline”). Should the Closing Date for Operational Transition occur after the Pre-CON Approval Closing, the County shall, pursuant to the terms of the Amended and Restated Leaseback Agreement, as amended in accordance with the terms of this Agreement, continue to operate the Facility and use the Facility Assets exclusively for such purpose until the Closing Date for Operational Transition. Should the Closing Date for Operational Transition not occur on or before November 15, 2014, the Seller shall have the right, as its sole and exclusive remedy to either (i) terminate this Agreement within thirty (30) days after the CON Approval Deadline, whereupon the parties hereto shall have no further obligations to each other under this Agreement (except for those rights and obligations that expressly survive termination) or (ii), Seller shall have the right, exercisable with written notice delivered to the Purchaser not later than ninety (90) days following November 15, 2014, to purchase the Facility Assets from the Asset Purchaser and the Real Property Purchaser, in their then present condition, WHERE-IS and AS-IS, for a purchase price equal to the total amount of the Acquisition Price paid to the Seller, including any portion of the Acquisition Price that may then be held in escrow, less one-half the Deposit. The closing of any such purchase shall occur within ten (10) days following the Seller’s valid exercise of its rights under this **Section 2.1**. In the event of said repurchase, the Corporation shall be responsible for any recording fees and transfer taxes. If the Seller fails to exercise its right to purchase the Facility Assets as set forth in this **Section 2.1** or fails to close the purchase of the Facility Assets, in each case within the timeframe set forth in this **Section 2.1**, the Seller’s rights to purchase the Facility Assets shall be void and of no further force or effect. If the Closing Date for Operational Transition occurs at the same time as the Pre-CON Approval Closing (i.e., Purchaser receives CON Approval prior to December 15, 2013), the parties shall simultaneously close on the transfer of the Facility Real Property and Facility Business Assets and none of the provisions of this Agreement with respect to the period of time between the Pre-CON Approval Closing and the Closing Date for Operational Transition shall have any force or effect.

Section 2.2 Description of Facility Real Property and the Facility Business Assets.

(a) Facility Real Property. The “**Facility Real Property**” to be conveyed by the Corporation to the Real Property Purchaser is (x) a 20.393 acre portion of a parcel of real property located at 99 Golden Hill Drive, Kingston, New York (bearing TMID No. 056.040-1-19 - portion), all as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all rights to use and enjoy the Easements, and (y) subject to the Permitted Encumbrances, all right, title, and interest of Corporation, if any, in and to (i) the land constituting any public street, road or avenue, opened or proposed, in front of, adjoining or dissecting such parcel, (ii) all privileges appurtenant or related to such parcel, (iii) all easements, rights-of-way of use, privileges, licenses, appurtenances and rights belonging or appertaining to such parcel; with the understanding that the Corporation and the County have adjoining property interests; and (iv) all buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under such parcel, including, without limitation, any and all plumbing, air conditioning, heating, ventilating,

mechanical, electrical and other utility systems, and fixtures, parking lots and facilities, landscaping, roadways, fences, mail boxes, sidewalks, maintenance buildings, security devices, signs and light fixtures.

(b) Facility Business Assets. The Facility Business Assets to be conveyed to the Asset Purchaser are all right and title to and interest in all of the personal property assets of every kind, nature and description, tangible and intangible, used for or in connection with the operation of the Facility, whether owned, leased, or otherwise but only to the extent they are the subject of the Lease Agreement and related Option, excluding the Excluded Assets as defined in **Section 2.3** hereof (collectively, the “**Facility Business Assets**”), including the following:

(i) Furniture and Equipment. All beds, furniture, medical and nursing equipment, materials, appliances, spare parts, supplies, and other tangible personal property of every kind, character, and description utilized and/or owned by the County or the Corporation and located on, and used at or primarily in connection with, the Facility and/or the Facility Real Property as of the Closing, including without limitation the assets and properties listed on **Exhibit A-1**.

(ii) Inventories. All inventory (including food, supplies and drugs) on hand at the Facility on the Closing Date for Operational Transition.

(iii) Computers. All of the County’s or Corporation’s computer equipment and hardware, inclusive of an equipment, hardware or software provided by the Service Provider, including without limitation all central processing units, terminals, disk drives, tape drives, electronic memory units, printers, keyboards, screens, peripherals (and other input/output devices), modems and other communication controllers, and any and all parts and appurtenances thereto, located on, and used at or primarily in connection with the Facility and/or the Facility Real Property, as of the Closing Date for Operational Transition, and specifically including without limitation the computer equipment and hardware listed on **Exhibit A-1**.

(iv) Intellectual Property. All intellectual property (other than licensed commercially available third party software having a cost of less than \$1,000 and requiring consent to assignment or transfer) to, or used in connection with the operation of, the Facility and/or the Facility Real Property, including without limitation the intellectual property listed on **Exhibit A-1**, and all rights to recover for infringement thereon.

(v) Trade Names. All right, title, and interest of the County or the Corporation in and to the names listed on **Exhibit A-1**, and any derivative thereof, together with any goodwill associated with such name.

(vi) Permits. To the extent assignable, all right, title, and interest of the County in, to, and under all permits and licenses (the “**Permits**”) relating to, or used in connection with the operation of, the Facility and the Facility Real Property, or relating to the use, operation or enjoyment of the Facility Assets including without limitation the Permits listed on **Exhibit A-1**.

(vii) Personal Property Leases. All right, title, and interest of the County or the Corporation in, to, and under the personal property leases (the “**Leases**”) listed on **Exhibit A-1**, and all rights (including rights of refund and offset), privileges, deposits, claims, causes of action, and options in favor of the County relating or pertaining to the Leases or any thereof.

(viii) Contracts. All right, title, and interest of the County in, to and under the contracts and agreements listed on **Exhibit A-1**, and all rights (including rights of refund and offset), privileges, deposits, claims, causes of action, and options in favor of the County or the Corporation relating or pertaining to such contracts and agreements or any thereof (collectively, the “**Contracts**”).

(ix) Books and Records. Copies of all books, records of the County or the Corporation of whatever nature and wherever located that relate to the Facility Assets or the operation of the Facility and that are necessary or useful for Purchaser's operation of the Facility after the Closing Date for Operational Transition, including without limitation all financial and accounting records and all books and records relating to the purchase of materials, supplies, and services, product research and development, the manufacture and sale of products, and dealings with customers, vendors, and suppliers of the Facility, and including, to the extent assignment is permitted by any third party owner thereof, computerized books and records and other computerized storage media and the software (including documentation and object and source codes) used in connection therewith.

(x) Patient and Supplier Data. To the extent permitted by law, All patient lists, data and records, vendor lists and vendor data, supplier lists and supplier data, and sales and promotional material and other sales related material relating to, or used in connection with the operation of, the Facility.

(xi) Surveys, Maps, and Diagrams. All surveys, maps, and building and machinery diagrams and plans in the possession of the County and/or the Corporation relating to the Facility Assets.

(xii) Deposits. All right, title, and interest in and to resident security deposits.

(xiii) Other Rights. All rights, claims, and causes of action of the County or the Corporation against third parties (including the County's predecessors in title to the Assets) in respect of the Facility or the Facility Assets for claims arising after the Closing Date for Operational Transition, including without limitation insurance claims, unliquidated rights under manufacturers' and vendors' warranties, rights of recovery, set offs, and credits.

(xiv) Warranty of Claims. All rights, claims, and causes of action of County under or pursuant to all warranties, representations, indemnifications, hold harmless provisions, and guarantees made by suppliers, licensors, manufacturers,

contractors, and others (including the County's predecessors in title to the Facility Business Assets) in respect of the Facility or the Facility Assets.

(xv) Insurance Proceeds. With respect to claims made for events occurring on or after the date hereof but prior to the Closing, all insurance proceeds from all insurance policies and rights thereto derived from loss, damage or destruction of or to the Facility Real Property and improvements and personal property constituting Facility Assets, to the extent not utilized by the County or Corporation prior to the Closing Date for Operational Transition to repair or replace the lost, damaged or destroyed items.

Nothing in this Agreement shall be construed as an attempt or agreement to assign, transfer, sublease or sublicense any Permit, Lease, or Contract which cannot be assigned, transferred, subleased or sublicensed without the consent or waiver of the party or parties thereto unless such consent or waiver shall have been obtained. The Seller and the County shall use all reasonable efforts to obtain the consents and waivers of any other party required to assign, convey, settle, deliver and transfer the Facility Business Assets to the Asset Purchaser. In the event that any such consent or waiver is not obtained, then the Seller and the County, as applicable, shall provide the Asset Purchaser with all of the benefits enjoyed by the Seller or the County, as applicable, under any such Permit, Lease or Contract, and the Asset Purchaser shall perform all of the obligations under any such Permit, Lease or Contract.

Section 2.3 Excluded Assets. Notwithstanding any statement or provision contained in this Agreement to the contrary, the following assets are not Facility Business Assets and are hereby expressly excluded from such purchase and the definition of the term "Facility Business Assets" (collectively, the "**Excluded Assets**");

(a) cash and cash equivalents as of the Closing Date for Operational Transition, including investments in marketable securities, certificates of deposit, bank accounts, temporary investments, and the prepaid expenses and deposits as of the Closing Date for Operational Transition;

(b) all accounts receivable arising out of or relating to all periods ending prior to the Closing Date for Operational Transition, whether or not reflected on the Financial Statements, including all accounts receivable arising from the rendering of services and provision of medicine, drugs and supplies to patients at the Facility prior to the Closing Date for Operational Transition;

(c) all personal property and possessions of residents of the Facility;

(d) all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by County to any third party with respect to periods prior to the Closing Date for Operational Transition, and rights to settlements and retroactive adjustments, if any, whether arising under a cost report of County or otherwise, for cost reporting periods ending at or prior to the Closing Date for Operational Transition, whether open or closed, arising out of or relating to County's arrangements with any payor;

- (e) all intercompany accounts of County, the Corporation and their affiliates;
- (f) all inventory, prepaid expenses and other personal property assets disposed of, expended or exhausted prior to the Closing Date for Operational Transition in the ordinary course of business and items of equipment and other personal property assets transferred or disposed of prior to the Closing Date for Operational Transition in a manner permitted in this Agreement and/or the Transition Agreement;
- (g) all records or other materials that County, Corporation or their affiliates are required by law to retain in its possession or prohibited by law from transferring, assigning or disclosing, and all records related to the Excluded Assets or the Excluded Liabilities, as well as charter documents, minute books, stock ledgers, tax identification numbers, books of account and other constituent records relating to the organization of the Facility, provided that the County and the Corporation shall allow Purchaser access thereto if necessary to perform any obligation of Purchaser under Applicable Law;
- (h) all manuals, policies and information to the extent that it does not pertain to the operations of the Facility;
- (i) rights of payment (including IGT Payments) or for the recovery of money available to or being pursued by County at the Closing Date for Operational Transition, that arise out of the operations of the Facility or the Facility Assets prior to the Closing Date for Operational Transition, whether or not accrued and whether or not disclosed, and all rights and defenses in respect of indebtedness and other obligations not assumed by Asset Purchaser and/or Real Property Purchaser hereunder;
- (j) rights to tax refunds or claims under or proceeds of insurance policies (except as set forth in Section 2.1(b)(xv) or Section 5.1) related to the Facility or the Facility Assets resulting from periods prior to the Closing Date for Operational Transition, and the right to pursue appeals of the same;
- (k) the computers, computer software and intellectual property not used at the Facility;
- (l) other than the intellectual property described in **Section 2.1(b)(iv)** and the trade names set forth on **Exhibit A-1**, all trade names, trademarks and service marks (or variations thereof), copyrights, symbols, logos, domain names, email addresses and any other business names that are proprietary to County, all goodwill associated therewith, and all applications and registrations associated therewith, together with any promotional material, stationary, supplies or other items of inventory bearing such names or symbols or abbreviations or variations thereof;
- (m) all employee benefit plans and funds and accounts of all employee retirement, deferred compensation, health, welfare or benefit plans and programs, and any contracts or agreements related thereto, and any Facility Asset that would revert to the employer upon the termination of any employee benefit plan, including assets representing a surplus or overfunding of any employee benefit plan;

(n) the electronic funds transfer accounts of the Facility into which payments are made on account of patient accounts receivable and all information necessary to access such accounts; and

(r) accrued payroll and taxes relating thereto; and

(s) rights that accrue to County under all of County's contracts and agreements other than the Leases and the Contracts.

Section 2.4 Post Closing Rights to Access Facility Books and Records. The Corporation and the County and/or agents of the Corporation or the County shall have reasonable access during normal business hours to books and records of the Facility maintained by the Asset Purchaser and relating to accounts receivable existing as of or prior to the Closing Date for Operational Transition, for a minimum period of two (2) years following the Closing Date for Operational Transition, to allow the County, at the County's expense, to audit and collect all amounts payable (including, but not limited to IGT Payments) to the County in connection with the County's operation of the Facility through the Closing Date for Operational Transition.

Section 2.5 Acquisition Price for Facility Assets and Adjustment for Expenses.

(a) With respect to the conveyance of the Facility Real Property and the Facility Business Assets to the Real Property Purchaser and Asset Purchaser, respectively, the Real Property Purchaser and Asset Purchaser shall pay the Acquisition Price to the Corporation. The Acquisition Price shall be a total of ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$11,250,000.00), subject to adjustment as set forth **Article V**, and other good and valuable consideration set forth in this Agreement. Payment of the Acquisition Price shall be made by bank check, attorney trust check, or wire transfer, as follows:

(i) Deposit at Signing. Purchaser shall tender to the Seller the amount of ONE MILLION DOLLARS (\$1,000,000.00) within two (2) business days of the execution and delivery of this Agreement as a deposit (the "**First Deposit**"). The First Deposit shall be offset by release to Seller by the Purchaser of the \$150,000.00 in certified funds tendered by Purchaser at time the proposal was submitted.

(ii) Deposit after Completion of the Survey, Title and Environmental Requirements in Section 2.8. On the later of March 31, 2013 or five (5) business days following the date of the satisfactory completion of the requirements described in Section 2.8, Purchaser shall tender to the Seller the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00) (the "**Second Deposit**").

(iii) Deposit after Completion of Easements, Subdivision Process Requirements and Lease Amendments in Section 2.9. On the later of March 31, 2013 or five business (5) days following the date of the satisfactory completion of the requirements described in Section 2.9, Purchaser shall tender to the Seller the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00) (the "**Third Deposit**").

(iv) Disbursement of Deposit. Upon the Seller's receipt of the respective Deposits, the First Deposit, Second Deposit and the Third Deposit shall be non-refundable, except as otherwise expressly provided in this Agreement. Seller shall cause the Deposit to be held by the Escrow Agent under the terms of the Escrow Agreement attached hereto as **Exhibit 2.5(a) (the Escrow Agreement)**". The Deposit shall be non-refundable except as otherwise expressly provided in this Agreement, including without limitation the following, all of which shall result in the Deposit being returned to Purchaser: (i) Seller's failure to provide good, marketable, and insurable title to the Facility Real Property, free and clear of all liens, claims and encumbrances, except for Permitted Encumbrances, (ii) the occurrence of a Material Event described in Sections 2.8(c), 5.1 and 5.2 herein; and/or (iii) Seller's failure to complete the requirements in Section 2.9. On December 15, 2013, if there is no material Event of Default as described in Sections 6.4 and 6.5, the Deposit shall be released by the Escrow Agent to the Corporation, with appropriate credit toward the Acquisition Price, except that should the Closing not occur due to a material Event of Default as described in Sections 6.4 and 6.5, the Deposit shall be released by the Escrow Agent to Purchaser.

(v) Escrow of a portion of the Purchase Price. At the Pre-CON Approval Closing, Purchaser shall tender a portion of the Purchase Price equal to the "Escrow Amount" by check or wire transfer to the Escrow Agent. The Escrow Amount will equal the greater of \$1,250,000 or the amount yielded after subtracting from the Acquisition Price the sum of \$8,000,000 plus the 2014 Budgeted operating shortfall for the Facility. The Escrow Amount shall be held in an interest bearing account and released to the Seller or the Purchaser in accordance with the terms of the Escrow Agreement. The escrow agreement shall provide that the entire Escrow Amount be released to Seller on the second anniversary date of the Pre-CON Approval Closing, subject to any claims made by Purchaser pursuant to Section 6.9(b).

(vi) Remainder. After applying the First Deposit, Second Deposit and the Third Deposit, and the Escrow Amount, the remaining amount of the Acquisition Price shall be paid by the Purchaser to the Seller in immediately available funds, by certified check, bank check, or electronic wire transfer to Seller's designated bank account on the Closing Date for Operational Transition.

(b) As of the Closing, expenses of a recurring nature that are incurred in connection with the Facility in the ordinary course of business, including those set forth below, shall be prorated in accordance with generally accepted accounting principles, so that all such expenses for periods on or prior to the Closing shall be for the account of the Corporation (paid by the County under the Leaseback Agreement), and all such expenses for periods after the Closing shall be for the account of the Asset Purchaser and/or Real Property Purchaser and any such adjustments shall be added or deducted from the Acquisition Price, as the case may be.

(i) Current municipal water and sewer charges, if any, for the Facility Real Property shall be apportioned between the Purchaser (on the one hand) and the Corporation (on the other hand) as of the Closing.

(ii) The full amount of all unpaid assessments for municipal improvements, if any, including without limitation, any assessments that are payable in installments of which the first installment is due or payable on or prior to the Closing, shall be deducted from the Acquisition Price. The amounts of any unpaid assessments for municipal improvements, if any, including without limitation, any assessments that are payable in installments due or payable after the Closing shall be apportioned as of the Closing.

(iii) All amounts prepaid or payable under the leases, contracts, accounts and franchises being transferred hereunder shall be apportioned as of the Closing.

(iv) In the event that any of such items cannot be determined at or prior to Closing the parties agree to adjust such items as soon as determinable after Closing, which obligation shall survive Closing.

Section 2.6 Real Estate and Other Taxes. Purchaser acknowledges that the Facility Real Property is currently wholly exempt from real property taxes (Roll Section 8) and that upon transfer of title to the Real Property Purchaser at the Closing Date, the taxable status of the Facility Real Property conveyed areas shall be determined in accordance with Section 520 of the New York Real Property Tax Law (“**RPTL**”). Purchaser further acknowledges that a pro rata tax may be assessed by the applicable assessor as of the Closing Date pursuant to RPTL Section 520 and that the Real Property Purchaser shall be responsible for all real estate taxes assessed against the Facility Real Property as of and after the Closing. Purchaser shall be solely responsible for payment of any and all taxes associated with the transfer of the Facility Business Assets from County and/or Corporation to Purchaser. Notwithstanding anything to the contrary contained herein, if title transfers at the Pre-CON Approval Closing, and taxes are thereafter payable by the Facility, the real property taxes or in lieu of payments shall be payable by the County under the Amended and Restated Leaseback Agreement until the Closing Date for Operational Transition. The Asset Purchaser shall comply with the provisions of Section 1141(c) of the Tax Law, and the regulations promulgated thereunder, pertaining to the sale of assets in bulk, as same are applicable to the transfer of the Facility Business Assets. Pursuant to Section 1141(c) of the Tax Law of the State of New York, utilizing Form AU-196.10 or such other form as may be required, Asset Purchaser shall notify the New York State Department of Taxation and Finance by registered mail of the proposed sale and of the price, terms, and conditions thereof (utilizing such forms as may be required or requested by the applicable Governmental Body).

Section 2.7 Allocation of Purchase Price. Asset Purchaser, Real Property Purchaser and Seller agree to allocate the Purchase Price in accordance with the allocation set forth within Exhibit C, hereto and made a part hereof, to be bound by such allocation, to account for and report the purchase and sale of the Facility Assets contemplated hereby for federal and state tax purposes in accordance with such allocations, and not to take any position (whether in tax returns, tax audits, or other tax proceedings), that is inconsistent with such allocations without the prior written consent of the other Party. In this regard, the Parties agree that, to the extent required, they will each properly prepare and timely file form 8594 in accordance with Section 1060 of the Internal Revenue Code, as amended (the “**Code**”).

Section 2.8 Title and Environmental Requirements.

(a) Survey. No later than February 28, 2013, Seller shall deliver to Purchaser an accurate survey of the Facility Real Property and Easements prepared by a licensed surveyor in accordance with the 2011 ALTA/ACSM Minimum Standard Detail Requirements for Land Title Surveys including items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 14, 18, 19, 23, and 24 of Table A thereof, show the location of all easements or encroachments, if any, affecting the Facility Real Property, and shall be certified to the Real Property Purchaser, its title insurer and lender, and Seller, in a manner sufficient for Purchaser's title insurer to issue the ALTA Policy without exception for matters of survey. If the description of the Facility Real Property set forth on the Survey is not the same as the description used in this Agreement, the foregoing surveyed legal description shall be subject to Purchaser's approval, not to be unreasonably withheld, conditioned or delayed.

(b) Title. Seller shall provide Purchaser with an updated abstract or title report and Purchaser shall thereafter obtain a title insurance commitment for the ALTA Policy ("**Title Commitment**") in a form reasonably acceptable to Purchaser, all no later than February 28, 2013. Seller covenants to cure, at or prior to Closing, all objections that may be satisfied by the payment of a fixed sum of money, including, without limitation, deeds of trust, mortgages, municipal violations, or statutory liens (collectively, "**Monetary Encumbrances**"), and Seller's failure to cure such objections shall be satisfied at Closing by deducting from the amount due Seller the fixed sum of money required to satisfy such objections as determined by Purchaser in its reasonable discretion. Notwithstanding anything to the contrary contained herein, if the Title Commitment or any update thereto prior to Closing or the Survey shall show any exceptions which are not Permitted Encumbrances or shall contain or result in any additional requirements to which Purchaser or its lender objects in writing, or which interfere with the use of the Facility Real Property as a long term care facility, then Seller agrees to cure any such defect or to satisfy any such requirement that constitutes a Monetary Encumbrance and Seller's failure to cure such objections shall be satisfied at Closing by deducting from the amount due Seller the fixed sum of money required to satisfy such objections as determined by Purchaser in its reasonable discretion.

(c) Environmental. Seller, at its expense, shall obtain not later than December 31, 2012, a Phase II Report for the Facility Assets as recommended by the Phase I Report from a licensed environmental engineer approved by Purchaser, together with appropriate reliance letters for the benefit of Purchaser and its lender. Purchaser shall be responsible for payment at Closing an amount equal to one-half (1/2) of the cost for obtaining the Phase II Report, subject to Purchaser's responsibility being capped at SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00). Seller shall be responsible for promptly completing any recommended testing and/or remediation set forth in the Phase II Report (excepting however, asbestos conditions identified in the Phase I Report which shall not be remediated) prior to Closing in accordance with applicable laws and Seller's failure to complete all such testing and/or remediation shall entitle Purchaser to a credit at Closing by deducting from the amount due Seller the fixed sum of money required to complete such testing and/or remediation as determined by Purchaser in its reasonable discretion. Notwithstanding the foregoing, Purchaser shall have the absolute right, in its sole discretion, to terminate this Agreement by written notice of termination to Seller any time prior to fifteen days (15) following receipt of the Phase II Report if the Phase II Report identifies a condition that would frustrate the intent of this Agreement, which shall include a Material

Issue. Upon such termination, Seller shall return all Deposits to the Purchaser. Nothing herein shall relieve Seller from any liability under **Section 6.9** for breach of its obligations in this Section.

Section 2.9 Easements, Subdivision Process Requirements and Lease Amendments.

(a) Easements. As soon as practicable but in no event later than March 31, 2013, Seller, the County and the Purchaser shall negotiate in good faith and each execute and deliver easements in proper form for recording in the Ulster County Clerk's Office (the "**Easements**") for the following: (i) vehicular and pedestrian ingress and egress from the Facility Real Property to public rights of way over the existing roadways; (ii) all necessary utility easements and connection rights to existing or proposed utilities benefitting the Facility Real Property, including any required easements for electric, gas, water, communication, public sewerage and storm water drainage. All Easements shall be designed with appropriate widths to accommodate access for repairs and maintenance and shall otherwise comply with applicable laws. All Easements shall be effective as of the Closing.

(b) Subdivision Requirements. Seller and/or the County shall file a completed application to subdivide the Facility Real Property with the appropriate office of the City of Kingston ("**City**"), together with all such supporting documents as may be reasonably requested by the City (collectively, the "**Subdivision Documents**") no later than February 28, 2013 ("**Subdivision Filing Deadline**"). Seller and/or the County shall provide Purchaser with a copy of the Subdivision Documents at least ten (10) days prior to such filing with the City. Seller and/or the County shall pursue all governmental approvals for Subdivision ("**Subdivision Approval**"), and the Seller, the County and the Purchaser shall reasonably cooperate with each other in pursuing the Subdivision Approval, provided that the receipt of such approval by the Seller and/or the County shall not be a condition or requirement of Closing. Seller shall also provide an interpretive letter from the City or opinion of counsel from Harris Beach PLLC that the existing Lease Agreement and Leaseback Agreement do not constitute an illegal subdivision under applicable law, in such form that is acceptable to Purchaser's lender. Seller shall pay any costs related to filing and prosecuting through Subdivision Approval the Subdivision Documents with Seller providing the Survey contemplated by Section 2.8(a) herein along with any updates or modifications required as part of the Subdivision Approval process. Seller will keep Purchaser informed on activities and make commercially reasonable steps to pursue Subdivision Approval, provided that Seller shall not be required to commence or prosecute any proceeding under Article 78 of the Civil Practice Law and Rules ("**CPLR**") or otherwise to challenge a denial of Subdivision Approval.

(c) As soon as practicable but not later than March 31, 2013, Seller and the County shall have amended the Lease Agreement ("**Amended and Restated Lease Agreement**") and Leaseback Agreement ("**Amended and Restated Leaseback Agreement**") to include the terms described in Section 2.1.

(d) Nothing herein shall relieve Seller from any liability under **Section 6.9** for breach of its obligations in this Section.

Section 2.10 Brokerage. Purchaser warrants and represents to Seller that Purchaser has not dealt with any broker, agent or other party who might be deemed to be entitled to a commission or finder's fee in connection with the transactions contemplated under this Agreement. Seller represents and warrants that it has engaged Marcus & Millichap ("**Broker**"), to serve as Broker to Seller, and Seller shall pay Broker's total commission or fee, which shall relate to the Acquisition Price for all Facility Assets subject of this Agreement. The Seller and the County each represent and warrant that they have not dealt with any broker, agent or other party who might be deemed to be entitled to a commission or finder's fee in connection with the transactions contemplated under this Agreement other than the Broker. Purchaser will indemnify, defend and hold harmless Seller from and against any claim for a commission or finder's fee made by any other party by, through or under Purchaser, and Seller will indemnify, defend and hold harmless Purchaser from and against any claim for a commission or finder's fee made by any party by, through or under Seller, including Broker. This Article shall survive the Closing or other termination of this Agreement.

Section 2.11- The Parties agree that the County and the Seller shall remain responsible for all obligations, liabilities, debt claims and audits, known or unknown, arising from, or attributable to the operation of the Facility, the Facility Real Property, and the Facility Business Assets, for all periods up to and including the Closing Date for Operational Transition.

Section 2.12 DOH/PHHPC Jurisdiction and Jurisdiction of Other Governmental Body. The Parties understand and acknowledge that operation by Purchaser of the Facility requires the DOH and/ or PHHPC to approve the issuance of a Certificate of Need ("**CON**") to the Asset Purchaser to operate the Facility. The Asset Purchaser shall be responsible for submitting an application for CON for a minimum of 280 beds with the Guarantors included as principals of the Asset Purchaser, and shall use commercially reasonable efforts to diligently pursue to conclusion an application for CON and shall submit said application as soon as practicable but not later than December 21, 2012, and provide copies of such submissions to the Corporation simultaneously upon submission to DOH and/or PHHPC. Asset Purchaser shall use all reasonable efforts and due diligence in the procurement of such approval and Seller and the County shall reasonably cooperate in such effort. The Corporation and County shall cooperate with the Asset Purchaser in providing information that is reasonably required by the Purchaser in, connection with the review and/or approval by the DOH and/or PHHPC of the Asset Purchaser's application for a CON. Any information that has been filed with the DOH and/or PHHPC (except any information that has been identified in such filing as proprietary or confidential and has been accorded protected or confidential status by such regulatory agency) or otherwise has been made available to the public shall not, under any circumstances, constitute confidential or proprietary information.

Section 2.13 Governmental Applications. Within Fourteen (14) business days of the Contract Date, the Purchaser shall file all other applications as may be required by the State, the federal government, the local governments where the Facility is located, and/or any other governmental agency, department or political subdivision in order to obtain any other license or permit that may be required in order to operate the Facility; provided the Subdivision and similar City land use approvals will be subject to Section 2.9; and provided further, any applications that by their nature cannot be filed until a condition precedent is met that is to occur in the future, said applications will be filed and pursued as soon as practicable.

Section 2.14 Executory Contracts. All contracts other than the Contracts and the Leases, shall remain the responsibility of Seller or the County, as applicable, and may be terminated pursuant to each contract's term at or prior to Closing.

Section 2.15 Rights and Obligations of Corporation and Purchaser. The rights and obligations of the Parties shall be only as expressly stated herein and shall not be expanded, modified, extended or in any way changed by any subsequent change in circumstances or federal, state, county or local, statutory or common law, except as expressly provided for herein by written agreement signed by all parties to this Agreement.

Section 2.16 Closing Deliverables.

(a) At the Closing, as a condition precedent to the obligation of the Asset Purchaser or the Real Property Purchaser hereunder, the Purchaser shall have received the following (unless expressly waived in writing by the Asset Purchaser or the Real Property Purchaser):

(i) Bill of Sale and Assignment and Assumption Agreement. A counterpart page, signed by Seller or the County, as applicable, to a Bill of Sale and Assignment and Assumption Agreement in the form reasonably acceptable to the parties to convey the Facility Business Assets in accordance with the terms of this Agreement;

(ii) Deed. In the event Subdivision Approval is obtained prior to Closing, a good and sufficient Bargain and Sale Deed ("**Deed**") conveying good, marketable, and insurable title to the Facility Real Property, free and clear of all liens, claims and encumbrances, except for Permitted Encumbrances. The Deed shall be duly executed and acknowledged by Seller or the County, as applicable, along with required recording forms TP-584 and RP-5217, and a customary affidavit of title duly executed and acknowledged by Seller and reasonably acceptable to Purchaser's title company;

(iii) Amended and Restated Lease Agreement. In the event Subdivision Approval is not obtained prior to Closing, a counterpart page, signed by the County to the Amended and Restated Lease Agreement, the form and substance of which shall comply with Section 2.9(d).

(iv) Easements. A counterpart page, signed by the County to each of the Easements, the form and substance of which shall comply with Section 2.9(a), along with the required recording forms TP-584.

(v) Amended and Restated Leaseback Agreement. In the event CON Approval is not obtained prior to Closing, a counterpart page, signed by the County, as tenant, under the Amended and Restated Leaseback Agreement, the form and substance of which shall comply with Section 2.9(d).

(vi) Termination of Leaseback Agreement. In the event CON Approval is obtained prior to Closing and if requested by Purchaser, a Termination of Leaseback Agreement duly executed and delivered by Seller and County.

(vii) Authorizing Resolutions. Resolution(s) of the Corporation to the extent required and applicable authorizing the Corporation to execute this Agreement and the closing documents, and the County Authorizing Resolution, each of which shall be certified to be true, complete and un-amended copies by the Corporation that are in full force and effect as of Closing;

(viii) Documentation and Material Regarding Facility Real Property. Any keys, existing plans, specifications, architectural and engineering drawings, utilities layout plan, manuals, service and maintenance logs, paid invoices and similar documents relating to the Facility Real Property, and other documentation used in the construction, alteration or repair of the Facility, to the extent within the Corporation's possession;

(ix) Section 1445 Certificate. A certificate of Seller warranting that it is not a foreign person as defined under Section 1445 of the Internal Revenue Code;

(x) Physical Possession. Actual physical possession of the Facility subject to the continuation of the rights of the County under the Leaseback Agreement until the Closing Date for Operational Transition. ;

(xi) Certificate of Representations and Warranties. A certificate, dated as of the Closing, signed by the Seller certifying that all of the representations and warranties made by the Seller and the County in this Agreement are true, accurate and complete in all material respects as of the Closing;

(xii) Manuals. All instructions, manuals and warranties that relate to any equipment used at the Facility to the extent in Seller's possession;

(xiii) ALTA Policy. The ALTA Policy that complies with **Section 2.8** and is otherwise in form and substance reasonably acceptable to the Real Property Purchaser;

(xiv) Legal Opinion. Harris Beach PLLC shall deliver to the Real Estate Purchaser its legal opinion, in form attached hereto as Exhibit 2.16(xiv).

(xv) Other Documents. Such further documentation as the Asset Purchaser or the Real Property Purchaser or its attorneys may reasonably request.

(b) At Closing, and as a condition precedent to the obligation of the Seller hereunder, the Asset Purchaser and/or the Real Property Purchaser shall deliver to the Seller the following (unless expressly waived in writing by the Seller):

(i) Purchase Price; Deposit; Closing Payment. The Asset Purchaser shall deliver the remaining amounts due of the Acquisition Price to the Seller;

(ii) Bill of Sale, Assignment and Assumption Agreement. A signed counterpart page to the Bill of Sale and Assignment and Assumption Agreement in the form acceptable to the parties hereto;

(iii) Certificate of Representations and Warranties. A certificate, dated as of the Closing, signed by the Asset Purchaser and the Real Property Purchaser certifying that all of the representations and warranties made by the Asset Purchaser and the Real Property Purchaser herein are true, accurate and complete as of the Closing;

(iv) Organizational Documents. Copies of the certificate of formation and other organizational documents of the Asset Purchaser and the Real Property Purchaser, certified true and correct as of the Closing, and a Certificate of Good Standing of the Asset Purchaser and the Real Property Purchaser from the jurisdiction in which it is organized, dated not more than 30 days prior to the Closing; and

(v) Other Documents. Such further documents as the Seller or their attorney may reasonably request.

(c) Closing Date for Operational Transition. In accordance with Section 7(b) of the Lease Agreement, the Corporation requires no less than Sixty (60) days' notice prior to executing the Option to terminate the County rights under the Lease Agreement. Accordingly, the Asset Purchaser and the Real Property Purchaser shall provide at least Seventy (70), but not more than Ninety (90) days' written notice to the Corporation that as to the date on which the CON Approval will be effective and correspondingly the date upon which the rights of the County under the Leaseback Agreement are to be terminated (the "**Closing Date for Operational Transition**"). Upon receipt of such notice, along with evidence that Purchaser has received a CON from DOH and PHHPC and has funds on hand sufficient to deliver the balance of the Acquisition Price as of the Closing Date for Operational Transition, the Corporation and Purchaser shall take all necessary actions to complete the transfers contemplated herein and/or assist in the changeover of operations at the Facility.

Section 2.17 Assumed Liabilities. As of the Closing and in connection with the conveyance of the Facility Assets to Purchaser, Purchaser agrees to assume, as of the Closing, the future payment and performance of only the Contracts solely to the extent arising out of periods after the Closing Date for Operational Transition, and not the result of any event or circumstance or breach under the Contracts, arising or accruing (with the passing of time or the giving of notice or both) before the Closing Date for Operational Transition (collectively, the "**Assumed Liabilities**"). Except solely for the Assumed Liabilities, Purchaser shall not assume, shall not be liable for and shall have no obligation to pay or assume, any of County's, Seller's or any third party's liabilities or obligations, including any liability or obligation of County arising out of or relating to the Facility Assets, including the operation of the Facility, prior to the Closing Date for Operational Transition.

Section 2.18 Excluded Liabilities. Except solely for the Assumed Liabilities, all of County and/or Seller's liabilities and obligations, including all liabilities arising out of or relating to the Facility Assets other than the Assumed Liabilities, shall remain the sole responsibility of, and shall be satisfied by, the County, including, without limitation, the

following: (a) any liability, indebtedness, commitment, or obligation of County or Seller, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising; (b) any liability or obligation arising out of or relating in any manner to the conduct or operation of the Facility prior to the Closing Date, including any overpayments made by Medicare or Medicaid for services rendered at the Facility prior to the Closing Date; (c) any liability or obligation arising out of or relating to the ownership or use of the Facility Assets prior to the Closing, whether (in any case) fixed or contingent, recorded or unrecorded, known or unknown, currently existing or hereafter arising, and whether or not set forth or described in the schedules hereto, including, without limitation, those conditions concerning potential presence of ash at the Facility or Underground Storage Tanks as disclosed in the Phase I Report; (d) any violation of the Worker Adjustment and Retraining Notification Act or similar State laws (the “**WARN Act**”) with respect to operation of the Facility as a result of the consummation of the transactions contemplated by this Agreement; or (e) any obligations or liabilities with respect to any Excluded Assets (all of the foregoing, collectively, the “**Excluded Liabilities**”).

ARTICLE III

Reserved

ARTICLE IV

REPRESENTATIONS AND COVENANTS

Section 4.1 Representations of the Asset Purchaser and Real Property Purchaser. The Asset Purchaser and Real Property Purchaser hereby represent and warrant to the Corporation as follows:

(a) The Asset Purchaser is a domestic business corporation organized and existing under, and governed by, the laws of the State of New York, and it is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Asset Purchaser to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against the Asset Purchaser. The execution of this Agreement, and the performance of all obligations under this Agreement, have been authorized by all required action of the Asset Purchaser, all as required by the Certificate of Incorporation, By-laws and Applicable Laws that regulate the conduct of the Asset Purchaser's affairs. The execution of this Agreement and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any Certificate of Incorporation or By-laws of the Asset Purchaser, or any agreement, indenture, mortgage, contract or instrument to which the Asset Purchaser is a party or by which the Asset Purchaser is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, this Agreement constitutes the valid, legally binding obligations of the Asset Purchaser, enforceable against the Asset Purchaser in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

(b) The Real Property Purchaser is a domestic corporation organized and existing under, and governed by, the laws of the State of New York, and it is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Real Property Purchaser to perform its obligations under the terms of this Agreement. No act of Bankruptcy has been commenced by or against the Real Property Purchaser. The execution of this Agreement, and the performance of all obligations under this Agreement, have been authorized by all required action of the Real Property Purchaser, all as required by the Articles of Organization, Operating Agreement and Applicable Laws that regulate the conduct of the Asset Purchaser's affairs. The execution of this Agreement and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any Article of Organization or Operating Agreement of the Real Property Purchaser, or any agreement, indenture, mortgage, contract or instrument to which the Real Property Purchaser is a party or by which the Real Property Purchaser is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, this Agreement constitutes the valid, legally binding obligations of the Real Property Purchaser, enforceable against the Real Property Purchaser in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

(b) The Asset Purchaser and Real Property Purchaser each represent that they possess or will possess at Closing all licenses and approvals required under Applicable Laws to undertake and carry out their respective obligations under this Agreement.

(c) The Asset Purchaser and Real Property Purchaser each represent that they possess or will possess at the Closing funds sufficient to pay respective portions of the Acquisition Price for the purchase of the Facility Assets as set forth in this Agreement.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Asset Purchaser or Real Property Purchaser wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Asset Purchaser or Real Property Purchaser of its obligations hereunder or the other transactions contemplated hereby, or that, in any way would materially adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Asset Purchaser or Real Property Purchaser in connection with the transaction contemplated hereby.

(e) Asset Purchaser and Real Property Purchaser each have the ability to obtain funds in cash in amounts equal to respective portions of the Acquisition Price by means of a combination of a private offering of membership interests and credit facilities or otherwise and will at the Closing have immediately available funds in cash which will be sufficient to pay the Acquisition Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

(f) Neither the Asset Purchaser nor the Real Property Purchaser, nor any of their respective principals or affiliates operates, controls, or manages any health care facilities in the State of New York except for those described in the RFP of the Purchaser (the "**Purchaser's Existing Facilities**"), and with respect to the Purchaser's Existing Facilities, to the best of the

Purchaser's knowledge and belief, there have been no violations or enforcement actions that would cause the denial of the CON. None of the Purchaser's principals have a history of criminal convictions of the type that would preclude approval of the application for licensure in accordance with State law.

Section 4.2 Representations of the Corporation. The Corporation represents and warrants to the Purchaser as follows:

(a) The Corporation is a domestic not-for-profit corporation organized and existing under, and governed by, the laws of the State of New York, and is duly qualified and has the power, authority, and legal right, to enter into and perform its obligations set forth in this Agreement.

(b) The execution, delivery, and performance of this Agreement (i) has been duly authorized by the governing body of the Corporation, (ii) does not require any consent, approval or referendum of voters, and (iii) will not violate any Applicable Laws applicable to the Corporation or any provisions of the County Authorizing Resolution.

(c) The execution of this Agreement, and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, or both, constitute a breach of or event of default under any charter, ordinances or resolutions of the Corporation or any agreement, indenture, mortgage, trust, contract or instrument of Applicable Laws to which the Corporation is a party or by which the Corporation is bound. This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of the Corporation, enforceable in accordance with its terms, except to the extent that the enforcement thereof is limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditor' rights generally and the application of general principles of equity.

(d) There is no action, suit or proceeding, at law or in equity, pending before or by any court or governmental authority against the Corporation, or to the best of the Corporation's knowledge, threatened, where in an unfavorable decision, ruling or finding would materially adversely affect the performance by the Corporation of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Corporation in connection with the transactions contemplated hereby. The Corporation is not subject to any writ, judgment, decree, injunction, settlement or order with respect to the Facility Assets.

(e) The Corporation has the power, authority and legal right to convey the Facility Real Property and the Facility Business Assets to the Purchaser pursuant to the Lease Agreement and under all Applicable Laws, and the Lease Agreement and Leaseback Agreement are the valid and legally binding obligation of Seller and the County, enforceable against each in accordance with their respective terms.

(f) The Corporation represents that the Corporation will transfer or cause to be transferred at the Closing, title to the Facility Assets, free and clear of all liens, mortgages, deeds of trust, judgments, pledges, title defects, encumbrances, leases, security interests (UCC or otherwise, including without limitation, security agreements, chattel mortgages, conditional sale contracts, collateral security agreements, leases and other title or interest retention arrangement), actions, claims, charges, conditions or restrictions of any nature whatsoever, except the Permitted Encumbrances. Neither the whole nor any portion of the Facility Real Property has been condemned or otherwise taken by any public authority during Sellers' ownership of the Facility Real Property, and to the best of Sellers' knowledge no such condemnation or taking is threatened or contemplated. Except for the Leaseback Agreement, as may be amended in accordance with the terms of this Agreement, there are no agreements, written or oral, affecting the occupancy or use of the Facility Assets, and no person, firm or corporation has any right, title, use or interest to possession of the Facility Assets (or any portion thereof) or to possession of the Facility Assets as a tenant of the Corporation.

(g) The Corporation represents that to the best of its knowledge after due inquiry there are no outstanding notices or orders from any governmental authority with respect to the condition of the Facility Assets or with respect to any claim of violation of laws, ordinances, statutes, codes, regulations and orders applicable thereto. Any notices issued by any Governmental Body with respect to the Facility Assets subsequent to execution of this Agreement and prior to the Closing shall be cured at the Corporation's cost as soon as reasonably possible by the use of diligence after receipt of such notice. If any such notices are issued and not cured, then such notices of violation shall be deemed to be an objection to title to the extent they materially interfere with use of the Facility.

(h) The Facility Business Assets are as of the Contract Date, and will be as of the Closing Date, (1) located at the Facility, (2) in good repair and condition, and not in need of repair or replacement other than as part of ordinary course routine maintenance, (3) suitable and sufficient for the conduct of the present business of the Facility in accordance with Applicable Laws, (4) the quantity and quality of all inventory (including food, supplies and drugs) is sufficient to serve adequately the patients of the Facility in the ordinary course, and (5) free and clear of any claim, lease, mortgage, security interest, conditional sale agreement or other title retention agreement, restriction or lien or encumbrance.

(i) Purchaser's Right to Observe Business. The Purchaser shall have access rights to the Facility prior to the Closing.

(j) Survival. The foregoing representations and warranties by Seller are true and complete as of the Contract Date and shall be true and complete on the Closing.

ARTICLE V

CASUALTY AND CONDEMNATION

Section 5.1 Casualty. If at any time prior to Closing there is a Material Issue that occurs with respect to any of the Facility Assets as a result of fire or any other casualty ("Casualty"), Seller shall give written notice ("Casualty Notice") thereof to the Purchaser. If

the Facility Assets are the subject of such a Casualty, Purchaser shall have the option to: (i) terminate this Agreement upon written notice to Seller, if Seller is unwilling or unable to repair the damage to Purchaser's reasonable satisfaction within a reasonable period of time or provide funds or a credit to the Acquisition Price to provide funds for Purchaser to repair the damage, in which event the First Deposit (less \$150,000), Second Deposit and Third Deposit, to the extent paid by the Purchaser, shall be returned to Purchaser, and, thereafter, this Agreement shall be deemed to be null, void and of no further force and effect; or (ii) accept title to the Facility Assets with no adjustment of the Acquisition Price and upon the Closing, Seller and/or the County shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller and/or the County in and to the proceeds of any insurance with respect to the Facility Assets paid between the date of this Agreement and Closing and any deductible payable by Seller (less amounts incurred by Seller in performing necessary repairs to protect the Facility Assets), and all unpaid claims and rights in connection with losses to the Facility shall be assigned to Purchaser at Closing without in any manner affecting the Acquisition Price. Risk of loss shall pass to Purchaser at Closing, provided that, to the extent applicable, the County shall remain liable under the Leaseback Agreement, as amended.

In the event an immaterial part of the Facility Assets are damaged or destroyed as a result of a Casualty and it is not a Material Issue, Seller shall promptly contract for and commence repairs and complete such repairs as soon as practicable and the parties shall proceed with Closing as set forth herein without repair of the casualty damage and Purchaser shall receive a credit against the Purchase Price in the amount of the damage estimate, as reasonably determined by Seller and Purchaser.

Section 5.2 Condemnation. If either: (i) all of the Facility Real Property; or (ii) a material portion of the Facility Real Property; is taken between the date of this Agreement and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, Seller shall notify the Purchaser. The Purchaser shall have the option to: (i) terminate this Agreement upon written notice to Seller, in which event the Deposit shall be returned to Purchaser, and, thereafter, this Agreement shall be deemed to be null, void and of no further force or effect; or (ii) complete Closing at the full Purchase Price, and Seller shall allow a credit to Purchaser at Closing equal to the amount of condemnation proceeds actually paid to Seller prior to Closing and shall assign to the Purchaser all of Seller's rights to any unpaid claims in connection with the eminent domain award or compensation. If there is an immaterial taking of the Property, the parties shall be obligated to close, and at Closing, Seller shall allow a credit to the Purchaser equal to the amount of condemnation proceeds actually paid to Seller prior to Closing, and Seller shall assign to the Purchaser all of Seller's rights to any unpaid claims in connection with the eminent domain award or compensation.

ARTICLE VI

BREACHES AND DEFAULTS

Section 6.1 Breach of Obligations, Representations or Warranties by Purchaser. If at any time subsequent to the Contract Date and prior to the Closing, except for such covenants and conditions that expressly survive the Closing, which shall continue after the Closing, (a) the

Purchaser shall breach any obligation, covenant or warranty made by it herein, or (b) any representation made by the Purchaser herein shall be (or prove to be) false in any material respect, then, upon the Seller providing written notice thereof to the Purchaser, the Purchaser shall proceed with due diligence and dispatch to take all such actions as shall reasonably be required to cure such breach, and the Purchaser shall continue to take all such action until such breach is cured.

Section 6.2 Events of Default by Purchaser. Subject to the provisions of Section 6.1 hereof, anyone or more of the following shall constitute an Event of Default by the Purchaser hereunder:

(a) Failure by the Purchaser (within ten (10) days of either the occurrence or notice of any event described in Section 6.1 above, whichever is later), to cure such breach, provided however, that if the Purchaser is diligently pursuing such cure, and if in the reasonable judgment of the Seller, there is a reasonable likelihood that such breach will be cured within such ninety (90) day period, then failure to cure such breach shall not be considered to be an Event of Default until the 90th day after such breach has occurred or such notice has been provided, whichever is later.; or

(b) Any Act of Bankruptcy on the part of the Purchaser has occurred prior to satisfaction of the terms and conditions of this Agreement; or

(c) In the event that Purchaser is unable to consummate the transactions contemplated in this Agreement because it is unable to pay the Acquisition Price to the Seller as provided herein, unless such failure is due to an Event of Default by Seller.

Section 6.3 Remedies of the Corporation. Except as otherwise expressly provided in this Agreement, (eg. 2nd paragraph of Section 2.1) the remedies for the occurrence of an Event of Default set forth under Section 6.2 hereof shall be, at the option of the Corporation, either (a) a suit seeking specific performance by the Purchaser of the provisions of this Agreement and injunctive relief, or (b) to pursue any other remedies that may be available to the at law or in equity. All rights and remedies under this Agreement are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

Section 6.4 Breach of Obligations, Representations or Warranties by Corporation or County. In the event that the Corporation or the County shall breach any material obligation, covenant or warranty made herein or in the Transition Agreement, the Lease Agreement, or Leaseback Agreement, or if at any time any representation made by the Corporation or the County, as applicable, in this Agreement, the Transition Agreement, the Lease Agreement or Leaseback Agreement shall be or prove to be false in any material respect then, upon the Purchaser's providing written notice thereof to the Corporation, the Corporation shall proceed with due diligence and dispatch to take all such actions as shall reasonably be required to cure such breach and the Corporation shall continue to take all such actions until such breach is cured. The Corporation shall enforce and comply with the terms and conditions of the Lease Agreement and Leaseback Agreement, and its failure to do so shall constitute a material Event of Default hereunder.

Section 6.5 Events of Default by Corporation. Subject to the provisions of Section 6.4 hereof, failure by the Corporation or the County (within ten (10) days of either the occurrence or notice of any event described in Section 6.4 above, whichever is later), to cure such breach shall constitute an Event of Default by the Corporation or the County, as applicable; provided however, that if the Corporation or the County, as applicable is diligently pursuing such cure, and if in the reasonable judgment of the Purchaser, there is a reasonable likelihood that such breach will be cured within such ninety (90) day period, then failure to cure such breach shall not be considered to be an Event of Default until the 90th day after such breach has occurred or such notice has been provided, whichever is later.

Section 6.6 Remedies of Purchaser for Event of Default by Corporation. The remedies for the occurrence of an Event of Default set forth under Section 6.5 hereof shall be, at the option of the Purchaser, either (a) a suit seeking specific performance by the Corporation or the County, as applicable of the provisions of this Agreement and injunctive relief, or (b) to pursue any other remedies that may be available to the at law or in equity, including without limitation, rights under Section 6.9. All rights and remedies under this Agreement are cumulative of and not exclusive of, any rights or remedies (otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

Section 6.7 Non-waiver. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient by the nonbreaching party in its sole discretion. No waiver of the occurrence of any Event of Default hereunder, whether by the Purchaser or the Corporation, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereto.

Section 6.8 Pendent Disputes. Notwithstanding anything contained in this Agreement to the contrary, if there shall be a dispute concerning the right of a party to terminate this Agreement, the Parties shall continue to perform their respective obligations hereunder as if the Agreement were in effect until such dispute is resolved and any appeals permitted thereunder are exhausted.

Section 6.9 Indemnification.

(a) Indemnification by Purchaser. Purchaser agrees to protect, indemnify, defend and hold the Corporation and the County, and its officers, members, employees, and agents, successors and assigns, free and harmless from and against any and all claims, debts, liabilities, obligations, losses, fines, penalties, judgments, assessments, damages, costs and expenses (including but not limited to reasonable attorneys' fees and expenses), liens and encumbrances accruing, based upon, resulting from or directly or indirectly arising out of (i) any breach or violation of any representation, warranty, covenant, stipulation, agreement or certification by Purchaser set forth in this Agreement or in any document delivered hereunder, provided that such breach or violation has been determined to have occurred by a court of competent jurisdiction or (ii) the breach by Purchaser of any other term or provision of this

Agreement, provided such breach has been determined to have occurred by a court of competent jurisdiction; (iii) any damages to the Facility Assets caused by the negligence, gross negligence or intentional acts of Purchaser, its agents, employees, independent contractors, officers or directors (it being agreed that neither Seller, the County nor any of their employees or agents constitutes an agent, employee, independent contractor, officer or director of Purchaser), prior to Closing; or (iv) any facts or events occurring after the Closing and connected with the Facility Assets, the activities of Purchaser or the operations of the Facility; provided, however, the indemnity shall not apply to any liability arising from a breach of this Agreement by Seller or the County, provided that such breach has been determined to have occurred by a court of competent jurisdiction, or other act or omission by Seller or the County occurring on or before the Closing and shall also not apply to any act or omission of the County, whether pursuant to the Leaseback Agreement as amended, or otherwise.

(b) Indemnification by Corporation. The Corporation, agrees to protect, indemnify, defend, and hold Purchaser and its members, officers, trustees, affiliates, agents, legal representatives, successor and assigns, and each of them, free and harmless from and against any and all claims, debts, liabilities, obligations, losses, damages, fines, penalties, judgments, assessments, damages, costs and expenses (including but not limited to reasonable attorneys' fees and expenses), liens and encumbrances accruing based upon, resulting from or directly or indirectly arising out of (i) any breach or violation of any representation, warranty, covenant, stipulation, agreement or certification by the Corporation or the County set forth in this Agreement or in any document delivered hereunder, provided such breach or violation has been determined to have occurred by a court of competent jurisdiction; or (ii) the breach by Seller or the County of any other term or provision of this Agreement, provided such breach has been determined to have occurred by a court of competent jurisdiction; or (iii) any facts or events occurring prior to the Closing and connected with the Facility Assets, the activities of Seller or the County or the operation of the Facility; or (iv) any Medicare or Medicaid claims concerning facts or events occurring prior to the Closing and connected with the operations of the Facility; or (v) the Excluded Assets and the Excluded Liabilities; or (vi) any Material Issue, provided, however, that the indemnity shall not apply to any liability to the extent arising out of a breach of this Agreement by Purchaser, so long as such breach has been determined to have occurred by a court of competent jurisdiction; and provided further that with respect to claim made as described in (iv) of this Section 6.9(b), Purchaser shall direct requests for indemnification to the Corporation, attention Chief Executive Officer.

(c) Claims. Whenever any claim (each, a “**Claim**”) for indemnification shall arise under this **Section 6.9**, other than a Third Party Claim (as such term is defined in **Section 6.9(d)** below), the Party seeking indemnification (the “**Indemnitee**”) shall notify in writing the Party from which indemnification is sought (the “**Indemnitor**”) of the Claim within thirty (30) days after Indemnitee becomes aware of the Claim’s existence, specifying the factual basis for the Claim and the amount or an estimate (if known or reasonably determinable) of the liability that may arise therefrom. The Indemnitor and the Indemnitee shall use their good faith efforts to determine the existence and amount of any Liability associated with a Claim asserted during the thirty (30) day period following delivery of notice of the Claim to the Indemnitor (such period is referred to as the “**Negotiation Period**”). If the Claim is mutually agreed to be valid and the amount of the Liability is agreed to during the Negotiation Period, it shall be paid by the Indemnitor within thirty (30) days of the date of determination of the agreed amount of the Claim

by the Indemnitor and Indemnitee (the “**Determination Date**”). If the Parties are unable to resolve the amount or manner of determination of any indemnity obligation owed under this Agreement, then, upon the termination of the Negotiation Period, any Party may commence an action to enforce the provisions hereof. In the event the Parties are unable to resolve any indemnification Claims and an Action is commenced, the prevailing Party will be entitled to attorney’s fees. With respect to any Claim hereunder, after (i) any final decision, judgment or award shall have been rendered and the time to appeal therefrom has expired, (ii) a settlement shall have been consummated, or (iii) the Indemnitee and the Indemnitor shall have arrived at a mutually binding agreement, the Indemnitee shall forward to the Indemnitor notice of any sums due and owing by the Indemnitor pursuant to this Agreement with respect to such matter. Notwithstanding anything to the contrary herein, no Indemnitee shall be entitled to indemnification hereunder in respect of any Loss to the extent caused by the negligence or willful misconduct of such Indemnitee or its Affiliates, members, directors, trustees, managers, officers, employees, agents, successors and assigns.

(d) Third Party Claims.

(i) In the event of a third party Claim or action (a “**Third Party Claim**”), the Indemnitee shall give the Indemnitor notice after the Indemnitee receives notice of a Third Party Claim and shall specify (if known) the factual basis for the Third Party Claim and the amount or an estimate (if known or reasonably determinable) of the liability that may arise therefrom. In each such case the Indemnitee agrees to give such notice to the Indemnitor within thirty (30) days of receipt by Indemnitee of such Third Party Claim; provided, however, that the failure of the Indemnitee to give such notice shall not excuse the Indemnitor’s obligation to indemnify except to the extent that the Indemnitor has suffered damage or prejudice by reason of the Indemnitee’s failure to give, or delay in giving, such notice.

(ii) If any Third Party Claim is made against an Indemnitee and the Indemnitee gives notice to the Indemnitor of such Third Party Claim, the Indemnitor may defend against the Third Party Claim with counsel of the Indemnitor’s choice that is reasonably satisfactory to the Indemnitee if (1) within fifteen (15) days following the receipt of notice of the Third Party Claim the Indemnitor notifies the Indemnitee in writing that the Indemnitor will indemnify the Indemnitee from and against the entirety of any Losses the Indemnitee may suffer resulting from, relating to, arising out of, or attributable to the Third Party Claim, (2) the Indemnitor provides the Indemnitee with evidence reasonably acceptable to the Indemnitee that the Indemnitor will have the financial resources to defend against the Third Party Claim and pay, in cash, all Losses the Indemnitee may suffer resulting from, relating to, arising out of, or attributable to the Third Party Claim, (3) the Third Party Claim involves only money Losses and does not seek an injunction or other equitable relief that could possibly affect the Indemnitee, (4) settlement of, or an adverse judgment with respect to the Third Party Claim that is in the good faith judgment of the Indemnitee not likely to establish a precedential custom or practice materially adverse to the continuing business interests of the Indemnitee, and (5) the Indemnitor continuously conducts the defense of the Third Party Claim actively and diligently. The Indemnitor shall not consent to or approve the entry of any Order with respect to the Third Party Claim without the prior written consent of the Indemnitee (which consent shall not be withheld unreasonably, provided that it will not be deemed to be unreasonable for an Indemnitee to withhold its consent with respect to any finding of or admission (A) of any breach of any

Applicable Law, (B) of any violation of the rights of any Person, or (C) which the Indemnitee believes could have a material adverse effect the Facility or on any other Action to which the Indemnified Party or its Affiliates are a party or to which Indemnitee has a good faith belief it may become a party). If the Indemnitor assumes the defense of an Action it will be conclusively established for purposes of this Agreement that the claims made in that Action are within the scope of and subject to the indemnification hereunder. If notice is given to the Indemnitor of the commencement of any Third Party Claim and the Indemnitor does not, within fifteen (15) days after Indemnitee's notice is given, give notice to the Indemnitee of Indemnitor's election to assume the defense of such Third Party Claim, the Indemnitor will be bound by any determination made in such Action or any compromise or settlement effected by the Indemnitee made with the consent of the Indemnitor which consent shall not be unreasonably delayed or withheld.

(iii) Notwithstanding the foregoing, if an Indemnitee reasonably determines in good faith that there is a reasonable probability that a proceeding may adversely affect an Indemnitee other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement or the Indemnitor is also a party to such proceeding and the Indemnitee determines in good faith that joint representation would be inappropriate, the Indemnitee may, by reasonable notice to the Indemnitor, assume the exclusive right to defend, compromise or settle with the consent of the Indemnitor, not to be unreasonably withheld, such proceeding at the expense of the Indemnitor under the scope of the indemnification hereunder, and the Indemnitor shall have the right to participate in the defense of such proceeding at Indemnitor's own expense.

ARTICLE VII **MISCELLANEOUS**

Section 7.1 Governing Law; Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Notwithstanding anything herein to the contrary, the Parties may resolve any disputes which may arise among them through any available legal or equitable procedure. In addition, the Parties may, on a case-by-case basis, agree to submit any such dispute to a non-binding arbitration procedure in order to create a factual record which will be available for use by a court of competent jurisdiction in any subsequent action relating to such dispute. Unless otherwise agreed to in writing or as provided below, the Parties shall continue to perform their respective obligations under this Agreement during any arbitration or other dispute resolution process.

Section 7.2 Further Assurances. Each party shall execute and deliver any instruments and perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Agreement. Each party shall use all reasonable efforts to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other Parties; provided however, that such actions are not inconsistent with the provisions of this Agreement and do not involve the assumption of obligations other than those which are provided for in this Agreement to carry out the intent of this Agreement.

Section 7.4 Relationship of the Parties. Except as otherwise explicitly provided herein, or by Applicable Laws, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, joint venture participant, agent or legal representative of any other party or to create any fiduciary relationship between or among the Parties.

Section 7.5 Waiver. The waiver by any party of a default or of a breach of any provision of this Agreement by the other Parties shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by any party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 7.6 Modification. Modifications, waivers or amendments of (or to the provision of) this Agreement shall be effective only if set forth in a written instrument signed by each party hereto after all corporate or other action regarding the authorization for such modification, waivers or amendments has been taken.

Section 7.7 Headings. The captions and headings in this Agreement are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Agreement and such headings do not in any way constitute a part of this Agreement.

Section 7.8 Notices. Any notice or other communication which is required to be given hereunder shall be in writing and shall be deemed to have been validly given if delivered in person or mailed by certified or registered mail, postage prepaid, addressed as follows:

To the Corporation: Golden Hill Local Development Corporation
244 Fair Street
Kingston, New York 12402
Attn: Chief Executive Officer

With Copies to: Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

If to the Purchaser: Golden Hill Acquisition Corporation
Golden Hill Planning Corporation
495 Pinehurst Court
Roslyn, New York 11576
Attn: Edward Farbenblum, Esq.

With Copies to: Nixon Peabody LLP
677 Broadway, 10th Floor
Albany, New York 12207
Attn: Peter J. Millock, Esq.

Changes in the addresses to which such notices may be directed may be revised from time to time by any party by written notice to the other Parties.

Section 7.9 Successors and Assigns. This Agreement may not be assigned without the written consent of the Parties; provided that after the Pre-CON Closing, if the Asset Purchasers ability to obtain a CON becomes less likely due to unforeseen circumstances, the Asset Purchaser may assign its rights under this Agreement to any third-party that is reasonably likely to obtain the CON (provided in all events the Performance Guaranty attached hereto and made a part hereof as executed by the Guarantors shall continue and remain in full force and effect following any such assignment), and whose balance sheet is substantially similar or better than the combined balance sheet of the Asset Purchaser, the Real Property Purchaser and the Guarantors.

Section 7.10 As is No Representations or Warranties. Except as may otherwise be set forth in this Agreement, Purchaser acknowledges and agrees that neither Seller nor any agent or representatives of Seller have made, and Seller is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Condition of the Facility Assets or any part thereof. Purchaser acknowledges, agrees, represents and warrants that it has had, and/or shall have had, the opportunity and has in fact, and/or shall have in fact, inspected the Facility Assets and all matters respecting the Facility Assets and is and/or shall be fully cognizant of the Condition of the Facility Assets and that it has had, and/or shall have had, access to information and data relating to all of same as Purchaser has considered necessary, prudent, appropriate or desirable for the purposes of this transaction and that Purchaser and its agents and representatives have, and/or shall have had, independently inspected, examined, analyzed and appraised all of same. Purchaser acknowledges that Purchaser is and/or will be fully familiar with the Facility Assets and Purchaser agrees, except as may otherwise be set forth in this Agreement, to accept the Facility Assets "AS IS", with all faults, in its current condition, subject to reasonable wear and tear. Seller shall maintain the Facility Assets in its current condition until Closing. Purchaser shall be responsible at its sole cost and expense to obtain and satisfy all required governmental or regulatory inspection, certificate or other such transfer requirements prior to Closing. As used herein, "Condition of the Facility Assets" shall mean the title and physical condition thereof, including all environmental matters, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof, title to the Facility Assets the structural and mechanical condition of the Facility Assets, the buildings, structures and improvements situate thereon, the plumbing, heating, electric and ventilating systems (if any) serving the Facility Assets and any other matter or thing whatsoever with respect thereto. Seller has in full force and effect liability and casualty insurance insuring the Facility Assets, as appropriate. There have been in force since the acquisition of the Facility Assets by the Seller policies of insurance protecting the Seller against all losses and claims, and there have been no gaps or lapses in such insurance coverage for such period.

Section 7.11 Severability. In the event that any provision of this Agreement shall be determined for any reason to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, the Parties shall negotiate in good faith and agree to such amendments,

modifications or supplements of or to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the Parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

Section 7.12 Governing Law. The obligations of the Seller and the Purchaser under the terms of this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State.

Section 7.13 Liability of Officers and Employees. Except to the extent provided by Applicable Laws, no officer, official, commissioner, trustee, agent, representative or employee of any Party or affiliates of the Purchaser shall be charged personally by the other party or held contractually liable there to under any term or provision of this Agreement, because of any Party's execution or attempted execution or because of any breach or alleged breach thereof; provided however, that all persons and Parties remain solely responsible for any of their own criminal or fraudulent actions.

Section 7.14 Third Party Beneficiaries. It is not intended that this Agreement make any Person or entity a third party beneficiary hereof, notwithstanding the fact that Persons or entities other than the Purchaser and the County may be benefited thereby.

Section 7.15 Merger Clause. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding of the Parties with respect to the conveyance of the Facility Assets and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matter.


Section 7.16 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

Section 7.17 Survival/Special Limited Recourse. Except as otherwise expressly provided for herein, all representations, warranties, covenants, stipulations, certificates, indemnities, and agreements contained herein or in any document delivered pursuant hereto shall survive the consummation of the transactions provided for in this Agreement for a one (1) year period (the "Post Closing Claim Period"). From the date hereof through the Post Closing Claim Period, recourse for any and all claims made by Purchaser or its successors or assigns shall be limited to claims against the Corporation and with respect to said claims, recourse shall be limited to the Escrow Amount. Under no circumstances shall the Corporation or the County, or any of their officers, employees, directors or agents be otherwise required to pay amounts in excess of the Escrow Amount based on said claims.

IN WITNESS WHEREOF, the Corporation, Asset Purchaser and the Real property Purchaser have executed this Agreement, intending to be legally bound hereby as of the day and year first above written.

SELLER:

**GOLDEN HILL LOCAL
DEVELOPMENT CORPORATION**

By: 
Name: Robert Sudlow
Title: Chief Executive Officer

ASSET PURCHASER:

**GOLDEN HILL PLANNING
CORPORATION**

By: _____
Name: Martin Farbenblum
Title:

REAL PROPERTY PURCHASER:

**GOLDEN HILL ACQUISITION
CORPORATION**

By: _____
Name: Martin Farbenblum
Title:

IN WITNESS WHEREOF, the Corporation, Asset Purchaser and the Real property Purchaser have executed this Agreement, intending to be legally bound hereby as of the day and year first above written.

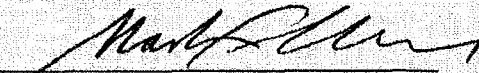
SELLER:

**GOLDEN HILL LOCAL
DEVELOPMENT CORPORATION**

By: _____
Name: Robert Sudlow
Title: Chief Executive Officer

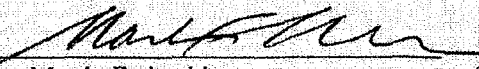
ASSET PURCHASER:

**GOLDEN HILL PLANNING
CORPORATION**

By: 
Name: Martin Farbenblum
Title: PRESIDENT

REAL PROPERTY PURCHASER:

**GOLDEN HILL ACQUISITION
CORPORATION**

By: 
Name: Martin Farbenblum
Title: PRESIDENT

[Acknowledgment Page to Purchase and Sale Agreement]

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

On the ___ day of November in the year 2012 before me, the undersigned, personally appeared ROBERT SUDLOW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JUSTIN S. MILLER
Notary Public, State of New York
No. 02MI6020242
Qualified in Albany County
Commission Expires June 8, 2015

STATE OF NEW YORK)
COUNTY OF) ss.:

On the ___ day of November in the year 2012 before me, the undersigned, personally appeared MARTIN FARBENBLUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to Purchase and Sale Agreement]

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

On the ___ day of November in the year 2012 before me, the undersigned, personally appeared ROBERT SUDLOW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

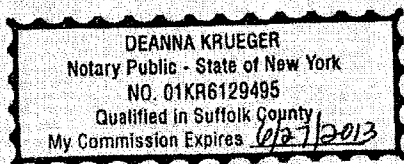
Notary Public

STATE OF NEW YORK)
COUNTY OF *NASSAU*) ss.:

On the *21st* day of November in the year 2012 before me, the undersigned, personally appeared MARTIN FARBENBLUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Deanna Krueger

Notary Public



PERFORMANCE GUARANTY

For good and valuable consideration, the undersigned (collectively, the "Guarantors"), each hereby irrevocably, absolutely and unconditionally guarantees to GOLDEN HILL LOCAL DEVELOPMENT CORPORATION (the "Corporation") and its assigns the full and prompt payment of the Acquisition Price as required to be paid by GOLDEN HILL PLANNING CORPORATION and GOLDEN HILL ACQUISITION CORPORATION (collectively, the Purchaser"), and performance by the Purchaser, all according to the terms of that certain Purchase and Sale Agreement, dated as of November 30, 2012 (the "Agreement"), provided there is no uncured Event of Default the Corporation, as set forth in Section 6.4 and 6.5 of the Agreement. The within guarantees are independent of and in addition to any other guaranty, endorsement, collateral, remedy, statutory right or other agreement held by the Corporation or its assigns and are a guaranty of payment and performance, not of collection.


Dated: As of November 21st, 2012



Dr. Anthony J. Bacchi, MD



Mr. Martin Farbenblum



Mr. Edward O. Farbenblum, Esq.

[Acknowledgment Page to Performance Guaranty]

State of New York)
County of NASSAU) ss.:

On the 29th day of November in the year 2012, before me, the undersigned, personally appeared ANTHONY J. BACCHI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Deanna Krueger
Notary Public

State of New York)
County of NASSAU) ss.:

On the 29th day of November in the year 2012, before me, the undersigned, personally appeared MARTIN FARBERBLUM personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DEANNA KRUEGER
Notary Public - State of New York
NO. 01KR6129495
Qualified in Suffolk County
My Commission Expires 6/27/2013

Deanna Krueger
Notary Public

State of New York)
County of NASSAU) ss.:

On the 29th day of November in the year 2012, before me, the undersigned, personally appeared EDWARD O. FARBERBLUM personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DEANNA KRUEGER
Notary Public - State of New York
NO. 01KR6129495
Qualified in Suffolk County
My Commission Expires 6/27/2013

Deanna Krueger
Notary Public

DEANNA KRUEGER
Notary Public - State of New York
NO. 01KR6129495
Qualified in Suffolk County
My Commission Expires 6/27/2013

EXHIBIT A

FACILITY REAL PROPERTY

DESCRIPTION OF LEASE AREA ON LANDS OF
ULSTER COUNTY INFIRMARY, GOLDEN HILL
CITY OF KINGSTON, ULSTER COUNTY, NEW YORK
PARCEL I

Beginning at a point on the Southerly side of Glen Street, said point also being on the Easterly line of lands of Christopher and Kathy Jo Franco, Liber 3513 Page 248, and running:

- 1) thence from said point of beginning along the Southerly side of Glen Street South $61^{\circ} 50' 00''$ East, 247.39 feet to a point;
- 2) thence along the Westerly side of Glen Street South $42^{\circ} 41' 43''$ East, 231.60 feet to a point;
- 3) thence through the lands of County of Ulster the following courses and distances: South $50^{\circ} 40' 14''$ East, 59.25 feet to a point;
- 4) thence along the Southerly side of an access road, known as Golden Hill Drive, the following courses and distances: South $70^{\circ} 34' 47''$ East, 45.10 feet to a point;
- 5) thence Northeasterly on a curve to the left having a radius of 335.00 feet, 264.68 feet to a point;
- 6) thence North $64^{\circ} 09' 06''$ East, 215.56 feet to a point;
- 7) thence leaving the Southerly side of the aforementioned access road, known as Golden Hill Drive, and continuing through the lands of County of Ulster the following courses and distances: Southwesterly on a curve to the right having a radius of 325.00 feet, 154.51 feet to a point;
- 8) thence South $20^{\circ} 08' 53''$ West, 374.82 feet to a point;
- 9) thence North $75^{\circ} 55' 30''$ West, 65.22 feet to a point;
- 10) thence South $14^{\circ} 05' 50''$ West, 17.42 feet to a point;

11) thence South 80° 34' 08" West, 335.87 feet to a point;
12) thence South 47° 43' 46" West, 108.21 feet to a point;
13) thence South 78° 31' 00" West, 202.34 feet to a point;
14) thence South 9° 39' 05" East, 236.60 feet to a point;
15) thence South 32° 44' 00" East, 90.92 feet to a point;
16) thence South 61° 13' 40" West, 108.04 feet to a point on the Northeasterly line of lands of Ralph and Nancy Palen, Liber 1387 Page 1004;

17) thence along the Northeasterly line of lands of Palen and running along a portion of stone walls North 32° 44' 00" West, 742.80 feet to a point;

18) thence along the approximate Corporate Boundary Line between the Town of Ulster and the City of Kingston along the Easterly line of other lands of the County of Ulster North 16° 09' 40" West, 691.89 feet to a point on the Southerly line of lands of Gary Gubinski, Liber 4447 Page 230;

19) thence along the Southerly line of lands of Gubinski North 50° 47' 50" East, 205.50 feet to a recovered pipe in a stone wall on the Southerly line of lands of Franco;

20) thence along the Southerly line of lands of Franco and generally along a portion of a stone wall the following courses and distances: South 43° 48' 30" East, 270.97 feet to a point;

21) thence South 50° 53' 00" East, 340.47 feet to a point;

22) thence along the Easterly line of lands of Franco North 39° 31' 00" East, 333.16 feet to the place of beginning.

CONTAINING: 20.393 Acres

All bearings are referred to Magnetic North 1968.

The above described premises are subject to any easements of record and subject to any statements of fact that a title search may reveal.

The above described premises have the use of Goldin Hill Drive for ingress and egress to the above described premises.

The above described premises are subject to any rights utility company may have for overhead utility lines crossing said premises.

MARCH 23, 2012

CHRISTOPHER J. ZELL, P.L.S.
BRINNIER and LARIOS, P.C.



EXHIBIT A-1

FACILITY BUSINESS ASSETS

All items of personal property outlined within the attached itemized list, together with such additional items that may exist as of the Closing in connection with the normal operation of the Facility by the County of Ulster (the "County") and provided that the foregoing items may be replaced in the ordinary course of operating the Facility by the County with similar items of comparable quality.

Personal Property Leases:

None.

Contracts:

None.

Trade Names or Marks:

Rights, if any, to the name Golden Hill Healthcare Center.

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
RADIO PORTABLE 2 CHANNEL (11)	B	2002	2,179	5	2007			
scrap radio portable 2 channel(11) 2008			-2,179					
RADIO CHARGERS (11)	B	2002	440	5	2007			
scrap radio charges (11) 2008			-440					
RADIO BASE W/CHARGER (4)	B	2002	952	5	2007			
scrap radio base w/charger (4) 2008			-952					
SHOWER CHAIR (2)	B	2002	975	10	2012	735		
scrap shower chair (2) 2010	B	2002	-975	10	2012	-735		
SHOWER CHAIR (2)	B	2002	975	10	2012	833	98	931
CALCULATOR VICTOR1260-2	X	2002	68	5	2007	68		
Scrapped Calculator Victor 1260-2 2009			-68			-68		
FILE LATERAL HON672L-P	B	2002	207	15	2017	119	14	133
FILE 3DRAWER HON313P-L	L	2002	146	15	2017	85	10	95
DESK HON34962ML	B	2002	298	20	2022	127	15	142
CALCULATOR VICTOR1260-2	X	2002	136	5	2007	136		136
SHOWER TROLLEY HYDRAULIC	B	2002	2,880	10	2012	2448	288	2736
OXYGEN LIBERATOR 60L W/BASE	C	2002	3,164	8	2010	3366	-202	3164
OXYGEN GUAGE TOOL	C	2002	255	10	2012	221	26	247
HAIR DRYER WELLA FUTURA	3	2002	770	5	2007	770		770
HAIR DRYER WELLA FUTURA	3	2002	765	5	2007	765		765
BREWER COFFEE URN	P	2002	1,697	5	2007	1697		1697
scrap brewer coffee urn 2011			-1,697					-1697
STAPLE GUN TOOL	Q	2002	55	10	2012	51	6	57
FOOD WARMERS AEROHOT (3)	P	2002	2,760	10	2012	2346	276	2622
WHEELCHAIR WASHER	Q	2002	5,995	10	2012	5100	600	5700
NURSE CALL ALARMS W/ADAPT(10)	B	2002	1,455	5	2007	1455		1455
NURSE CALL ALARMS (12)	B	2002	806	5	2007	806		806
NURSE CALL ALARMS (10)	B	2002	485	5	2007	485		485
SHAVER REBATE	C	2002	-30	4	2006	-30		-30
CHAIR OFFICE (2)	L	2002	369	15	2017	212	25	237
CHAIR TASK (6)	B	2002	852	15	2017	484	57	541
FAX BROTHER LAZER	B	2002	309	3	2005	309		309
FAX BROTHER LAZER	B	2002	309	3	2005	309		309
ICE MAKER & DISPENSER	B	2002	4,512	10	2012	3834	451	4285
OXIMETER FINGER PULSE W/CASE	G	2002	415	10	2012	357	42	399
STAIRCASE STRAIGHT 2STEP 3STEP	G	2002	714	10	2012	604	71	675
CART COVERS	U	2002	960	10	2012	816	96	912
OXIMETER FINGER PULSE (2)	B	2002	789	10	2012	671	79	750
WALKERS (2)	G	2002	472	5	2007			
scrapped (2) walkers 2007	G	2002	-472					
BODY BOARD	B	2002	118	10	2012	102	12	114
OXIMETER FINGER PULSE (2)	B	2002	789	10	2012	671	79	750
TABLE ACTIVITY LIGHT FOLDNG(2)	B	2002	654	10	2012	553	65	618
OXIMETER FINGER PULSE (2)	B	2002	740	10	2012	629	74	703
TABLE ACTIVITY LIGHT FOLDNG(4)	B	2002	1,182	10	2012	1003	118	1121

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
TRAY RACK (2) DRYING/STORAGE	P	2002	1,950	20	2022	833	98	931
COFFEE SERVER	P	2002	199	10	2012	170	20	190
TOASTER WIDE 4 SLOT (6)	C	2002	138	10	2012	119	14	133
PEDAL EXERCISER	G	2002	53	15	2017	34	4	38
BED & CHAIR ALARMS (22)	B	2002	5,226	5	2007	5226		5226
CHAIR ALARMS (5)	B	2002	1,180	5	2007	1180		1180
BED & POTTY ALARMS (11)	B	2002	2,268	5	2007	2268		2268
CHAIR & BED ALARMS (12)	B	2002	2,984	5	2007	2984		2984
SCALER SONIC	F	2002	463	10	2012	391	46	437
MED CARTS WATERLOO (6)	B	2002	9,996	10	2012	8500	1000	9500
WHEELCHAIR INVACARE (4)	H	2002	1,946	5	2007	1946		1946
BAND ALARMS (10)	B	2002	720	5	2007	720		720
BAND ALARMS (10)	B	2002	748	5	2007	748		748
THERMOMETER FILAC (10)	C	2002	1,500	5	2007	1500		1500
SOFTWARE BILLING	X	2002	216	3	2005	216		216
BED ELECTRIC QUICK CHANGE (10)	T	2002	6,890	12	2014	4879	574	5453
BED ELECTRIC QUICK CHANGE (5)	T	2002	3,445	12	2014	2440	287	2727
BED ELECTRIC QUICK CHANGE (5)	T	2002	3,445	12	2014	2440	287	2727
BED ELECTRIC QUICK CHANGE (5)	T	2002	3,445	12	2014	2440	287	2727
BED ELECTRIC QUICK CHANGE (5)	T	2002	3,445	12	2014	2440	287	2727
BED ELECTRIC QUICK CHANGE (5)	T	2002	3,445	12	2014	2440	287	2727
BED ELECTRIC QUICK CHANGE (5)	T	2002	3,445	12	2014	2440	287	2727
COMMODE CHROME STEEL (6)	B	2002	560	10	2012	476	56	532
GAYMAR HEAT THERAPY PUMP (6)	C	2002	2,159	10	2012	1836	216	2052
PULMO AIDE (6)	C	2002	406	8	2010	406		406
COMMODE STEEL DROP ARM (10)	B	2002	1,505	10	2012	1283	151	1434
REFRIGERATOR COMPACT	B	2002	149	10	2012	127	15	142
HUMIDIFIER (4)	B	2002	100	8	2010	100		100
SECURITY GATES (4)	B	2002	139	10	2012	119	14	133
TOOLKIT MULTIPRO	Q	2002	64	10	2012	51	6	57
SHELVES	B	2002	108	10	2012	93	11	104
DUSTBUSTER	Q	2002	39	10	2012	34	4	38
DRILL DRIVER TOOL	Q	2002	179	10	2012	153	18	171
REFRIGERATOR COMPACT	B	2002	107	10	2012	93	11	104
DEHUMIDIFIER (COPY ROOM)	Y	2002	139	8	2010	139		139
CUT OUT TOOL	Q	2002	99	10	2012	85	10	95
PHONE PORTABLE-ELEVATOR PENT	Q	2002	11	5	2007	11		11
PULMOAIDE	C	2002	203	8	2010	203		203
DATA TRANSFER PROGRAM	5	2002	265	3	2005	265		265
SOILED GARBAGE BIN (8)	U	2002	506	15	2017	289	34	323
CHAIR SWIVEL TASK (2)	B	2002	676	15	2017	383	45	428
CHAIR SWIVEL TASK	B	2002	338	15	2017	195	23	218
DESK GLOBAL G2445SPR MAF	V	2002	174	20	2022	76	9	85
CHAIR GLOBAL SOLO 5227	V	2002	119	15	2017	68	8	76
CHAIR SWIVEL TASK (2)	B	2002	676	15	2017	383	45	428

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
BOOKSHELF CAP HON105520NN	Y	2002	143	20	2022	60	7	67
FILE/PEDESTAL HON105104NN	Y	2002	225	15	2017	128	15	143
CHAIR W/ARMS VALUTASK SWIVEL	X	2002	90	15	2017	51	6	57
CHAIR W/ARMS VALUTASK SWIVEL (2)	X	2002	180	15	2017	102	12	114
KRONOS TIMEKEEPER VERSION 3A	X	2002	1,140	3	2005	1140		1140
MORSE WATCHMAN DATA RECORDER	V	2002	109	5	2007	109		
scrap morse watchman data recorder 2008			-109			-109		
MORSE WATCHMAN SOFTWARE	V	2002	135	3	2005			
scrap morse watchman software 2008			-135					
EQUIP SOFTWARE	A	2002	600	3	2005	600		600
CLEAN MACHINE W/SCALER	F	2002	713	3	2005	713		713
PC ANYWHERE SOFTWARE V10.5	X	2002	160	3	2005	160		160
MODEM ROBOTICS V92	X	2002	85	5	2007	85		85
TELEVISION (2)	5	2002	450	5	2007	450		450
WHEELCHAIR (6)	H	2002	1,291	5	2007	1291		1291
FAX PANASONIC LASER PAN-KXFL501	B	2002	259	3	2005	259		259
PHONE CORDLESS	B	2002	40	5	2007	40		40
PHONE CORDLESS	B	2002	40	5	2007	40		40
VCR	B	2002	60	5	2007	60		60
REFRIGERATOR COMPACT HALF SIZE	B	2002	125	10	2012	110	13	123
REFRIGERATOR COMPACT HALF SIZE	B	2002	125	10	2012	110	13	123
REFRIGERATOR	B	2002	350	10	2012	298	35	333
REFRIGERATOR COMPACT HALF SIZE	B	2002	125	10	2012	110	13	123
ROASTER FOOD COOKER	P	2002	120	10	2012	102	12	114
VCR - HITACHI	5	2002	65	5	2007	65		65
HAIRDRYER (6)	C	2002	58	5	2007			
scrap hairdryer (6) 2008			-58					0
MICROWAVE - WHIRLPOOL	B	2002	56	5	2007	56		56
PHONE CORDLESS	V	2002	50	5	2007	50		50
PHONE CORDLESS (6)	P	2002	156	5	2007	156		156
HUMIDIFIER (2)	C	2002	35	8	2010	35		35
MANIKIN ADULT CHOKING	5	2002	230	10	2012	196	23	219
CAMSHELVING	P	2002	284	20	2022	119	14	133
TABLE DINING 48"SQ FIBERGL TILT (2)	T	2002	1,260	10	2012	1071	126	1197
PHONE MOBILCELL HANDSETS (4)	B	2002	1,196	5	2007	1196		1196
PHONE STATION 4 LINE	P	2002	145	5	2007	145		145
PHONE	B	2002	56	5	2007	56		56
PHONE STATION 4 LINE	P	2002	305	5	2007	305		305
DICTAPHONE	B	2002	210	5	2007	210		210
BED RAILS (ADD TO BEDS)	T	2002	1,704	12	2014	1207	142	1349
PENDANT ALARMS	B	2002	606	5	2007	606		606
RECLINERS CATNAPPER (14)	T	2002	3,102	10	2012			
scrap recliners catnapper (14) 2008			-3,102					
CHAIR ALARM (60) SENSOR&CONTROL	B	2002	5,290	5	2007	5290		5290
CHAIR ALARM (20) SENSOR	B	2002	1,440	5	2007	1440		1440

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
CHAIR ALARM (10) CONTROL	B	2002	1,440	5	2007	1440		1440
CHAIR ALARM (20) SENSOR	B	2002	1,435	5	2007	1435		1435
CHAIR ALARM (20) SENSOR	B	2002	1,350	5	2007	1350		1350
VOLTAGE TESTER TOOL	Q	2002	108	10	2012	93	11	104
STEAMER COVER	P	2002	325	10	2012	280	33	313
CARTS & COOLER - COFFEE SHOP	P	2002	351	10	2012	298	35	333
DISHROOM DRAIN TABLE ADAPTER	P	2002	187	15	2017	102	12	114
BIN GARBAGE (11)	T	2002	747	15	2017	425	50	475
CART COVERS (5)	U	2002	758	10	2012	646	76	722
RACK BASE	P	2002	75	10	2012	68	8	76
CART AKRO MILLS PRO LARGE	C	2002	153	10	2012	128	15	143
ALARM KEY PADS VISONIC (2)	Q	2002	153	5	2007	153		153
TABLE RAMP CORNER WALL GUARD	P	2002	819	15	2017	467	55	522
CART MERCHANDISER VOLUNTEER	Y	2002	367	10	2012	314	37	351
ALARM, EXIT	Q	2002	105	5	2007	105		105
TABLE LOCK PLUG	P	2002	41	15	2017	25	3	28
FAN ROOF PORTABLE	Q	2002	360	10	2012	306	36	342
FANS (26)	Q	2002	545	10	2012	467	55	522
FANS (15)	Q	2002	367	10	2012	314	37	351
ALARM, EXIT (2)	Q	2002	210	5	2007	210		210
FANS (10)	Q	2002	373	10	2012	315	37	352
LIGHTS EMERGENCY (5)	Q	2002	173	10	2012			
scrap lights emergency (5) 2008			-173					
OXYGEN CART CASTERS	C	2002	571	10	2012	485	57	542
KITCHEN CONVEYOR DRIVE	P	2002	531	10	2012	451	53	504
TORQUE WRENCH TOOL	Q	2002	89	10	2012	76	9	85
TOTAL 2002			130,571			112,621	7,504	118,428
SHOWER CHAIR	B	2003	495	10	2013	375	50	425
LOBBY FURNITURE	T	2003	4,427	12	2015	2767	369	3136
BENCHES PARK (2)	T	2003	140	15	2018	68	9	77
CALL ALARMS PATIENT MONITORING	B	2003	732	10	2013	548	73	621
CALL ALARMS PATIENT MONITORING	B	2003	674	10	2013	503	67	570
CALL ALARMS PATIENT MONITORING	B	2003	1,017	10	2013	765	102	867
CALL ALARMS PATIENT MONITORING	B	2003	244	10	2013	180	24	204
CALL ALARMS PATIENT MONITORING	B	2003	244	10	2013	180	24	204
CALL ALARMS PATIENT MONITORING	B	2003	440	10	2013	330	44	374
COMPUTER SCREEN	X	2003	72	5	2008	86	-14	72
MEDIA FILE FIRE SAFE	X	2003	129	15	2018	67	9	76
CHAIR SAFECO HIGH BACK PLUM	X	2003	96	15	2018	45	6	51
ICE CUBE MAKER DISPENSER	B	2003	2,643	10	2013	1980	264	2244
SHOWER CURTAINS	T	2003	329	5	2008			
scrap shower curtains 2008			-329					
HAND SHOWER FIXTURES (6)	Q	2003	257	20	2023	97	13	110

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
OXIMETER FINGER PULSE (2)	B	2003	781	10	2013	585	78	663
COMMODOES 3 IN 1 DELUXE (16)	B	2003	610	10	2013	458	61	519
ROCKERS TABLE-MATE (2)	H	2003	833	15	2018	420	56	476
OXIMETER FINGER PULSE (2)	B	2003	777	10	2013	585	78	663
STRETCHERS HYDRAULIC (3)	B	2003	8,403	7	2010	8403		8403
SMOKE DETECTORS (6)	Q	2003	345	5	2008	345		345
UTILITY CART	T	2003	263	10	2013	195	26	221
SALT SPREADER	S	2003	149	10	2013	112	15	127
FANS (7)	Q	2003	258	10	2013	195	26	221
FANS (8)	Q	2003	294	10	2013	218	29	247
FANS (6)	Q	2003	221	10	2013	165	22	187
HUMIDIFIER (4)	C	2003	118	8	2011	112	6	118
RESIDENT ALARMS CHAIR & BED	B	2003	3,239	5	2008	3239		3239
RESIDENT ALARMS CHAIR & BED	B	2003	3,684	5	2008	3684		3684
RESIDENT ALARMS CHAIR & BED	B	2003	5,566	5	2008	5566		5566
HFS MEDICARE COST REP SOFTWARE	X	2003	350	3	2006	350		350
HOBART FOOD PROCESSOR WHIP	P	2003	249	10	2013	187	25	212
ASPIRATOR GOMCO (3)	C	2003	1,905	10	2013	1432	191	1623
LAKESIDE CART TOPPER (12)	B	2003	756	10	2013	570	76	646
ELECTRIC BEDS (2)	T	2003	1,643	12	2015	1027	137	1164
ELECTRIC BED RAILS (2PR)	T	2003	250	12	2015	157	21	178
THERMOMETER FILAC (6)	C	2003	984	5	2008	984		984
TABLES OVER BED (6)	T	2003	521	15	2018	262	35	297
ELECTRIC BED W/ RAILS (1)	T	2003	1,070	12	2015	668	89	757
ELECTRIC BED (2)	T	2003	1,396	12	2015	870	116	986
LOTUS 123 SOFTWARE (10)	X	2003	23	3	2006	23		23
LOTUS 123 SOFTWARE (10)	X	2003	1,530	3	2006	1530		1530
LOTUS 123 SOFTWARE (1)	X	2003	199	3	2006	199		199
RESIDENT BAND ALARMS	B	2003	720	5	2008	720		720
CHAIR POSTURE GUARD (1)	H	2003	985	10	2013	643	99	742
CHAIR(24)SETEE(2)TABLE(4)CASE(2)	T	2003	13,792	15	2018	5974	919	6893
ELECTRIC BED (1)	T	2003	785	12	2015	488	65	553
SHOWER COMMODE CHAIR REHAB	B	2003	685	10	2013	517	69	586
RESIDENT PENDANT ALARMS	B	2003	174	5	2008	174		174
FILE BAR	B	2003	46	15	2018	23	3	26
STEP LADDER	Q	2003	89	10	2013	67	9	76
TOOL KIT	Q	2003	64	10	2013	45	6	51
DRILL DRIVER TOOL	Q	2003	179	10	2013	135	18	153
MICROWAVE	B	2003	35	5	2008	35		35
REFRIGERATOR	B	2003	159	10	2013	120	16	136
STORAGE SHED	S	2003	297	10	2013	225	30	255
STORAGE SHED	S	2003	109	10	2013	82	11	93
HEADREST CONTOURED	T	2003	150	10	2013	113	15	128
BLOOD PRESSURE CUFFS (6)	C	2003	139	6	2009	139		139
UTILITY CARTS (3)	C	2003	912	10	2013	683	91	774

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
DEFIBRILLATOR ELECTRODES (2)	B	2003	97	5	2008	97		97
UTILITY CARTS (7)	T	2003	1,244	10	2013	930	124	1054
UTILITY CARTS (6)	U	2003	534	10	2013	398	53	451
FILES (2)	A	2003	408	15	2018	203	27	230
CHAIRS OFFICE (2)	T	2003	162	15	2018	82	11	93
DESK	A	2003	252	20	2023	97	13	110
FILE	T	2003	183	15	2018	90	12	102
FILE	B	2003	159	15	2018	82	11	93
CHAIR OFFICE	A	2003	384	15	2018	195	26	221
HUTCH	Y	2003	325	15	2018	165	22	187
CHAIRS OFFICE (2)	X	2003	353	15	2018	180	24	204
KRONOS PAYROLL ACCRUAL SOFTW	X	2003	3,660	3	2006	3660		3660
PUBLIC ADDRESS SYS PORTABLE	D	2003	559	5	2008	559		559
EQUIP SOFTWARE	A	2003	2,500	3	2006	2500		2500
EQUIP SOFTWARE	A	2003	2,500	3	2006	2500		2500
UTILITY CART STORAGE RACKS	B	2003	1,947	10	2013	1462	195	1657
UTILITY CARTS (3)	B	2003	483	10	2013	360	48	408
UTILITY CARTS (2) WITH RACKS	B	2003	630	10	2013	473	63	536
WHEELCHAIR INVACARE TRACER	H	2003	570	5	2008	570		570
VCR SURVEILLANCE (3)	V	2003	897	5	2008	897		897
WHEELCHAIR POSTURE GUARD (2)	H	2003	1,674	5	2008	1674		
scrapped wheelchair posture guard (2) 2010	H	2003	-1,674	5	2008	-1674		
SMOKE DETECTORS (9)	Q	2003	4,489	10	2013	3367	449	3816
SMOKE DETECTORS (2)	Q	2003	998	10	2013	750	100	850
DYNAMOMETER PEDIATRIC	H	2003	81	8	2011	75	6	81
MICROWAVE OVEN	B	2003	45	5	2008	45		45
MICROWAVE OVEN	B	2003	45	5	2008	45		45
REFRIGERATOR	B	2003	336	10	2013	255	34	289
CAMERA SURVEILLANCE	V	2003	550	5	2008	550		550
CAMERA SURVEILLANCE	V	2003	550	5	2008	550		550
REFRIGERATOR	B	2003	122	10	2013	90	12	102
REFRIGERATOR	B	2003	336	10	2013	255	34	289
REFRIGERATOR	B	2003	336	10	2013	255	34	289
VCR	B	2003	49	5	2008	49		49
PHONE PORTABLE (7)	B	2003	278	5	2008	278		278
VCR&CAMERA SURVEILLANCE SET UP	V	2003	264	5	2008	264		264
VCR&CAMERA SURVEILLANCE SET UP	V	2003	87	5	2008	87		87
HUMIDIFIER	C	2003	22	8	2011	21	1	22
TABLES ROUND (6)	P	2003	3,991	15	2018	1995	266	2261
RESIDENT ALARM PENDANTS	B	2003	624	5	2008	624		624
RESIDENT ALARM PENDANTS	B	2003	508	5	2008	508		508
RESIDENT ALARM PENDANTS	B	2003	633	5	2008	633		633
RESIDENT ALARM PENDANTS	B	2003	606	5	2008	606		606
PULMOAIDE THERAPY UNITS (10)	C	2003	776	8	2011	728	48	776
PULMOAIDE THERAPY UNITS (6)	C	2003	432	8	2011	405	27	432

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
PULMOAIDE THERAPY UNITS (4)	C	2003	288	8	2011	270	18	288
PULMOAIDE THERAPY UNITS (4)	C	2003	300	8	2011	285	15	300
PULMOAIDE THERAPY UNITS (6)	C	2003	450	8	2011	420	30	450
RESIDENT CHAIR ALARMS	B	2003	2,634	5	2008	2634		2634
RESIDENT CHAIR ALARMS	B	2003	1,106	5	2008	1106		1106
RESIDENT CHAIR ALARMS	B	2003	1,106	5	2008	1106		1106
RESIDENT CHAIR ALARMS	B	2003	2,330	5	2008	2330		2330
RESIDENT CHAIR ALARMS	B	2003	1,116	5	2008	1116		1116
RESIDENT CHAIR ALARMS	B	2003	1,116	5	2008	1116		1116
HAMMAR DRILL PISTOL GRIP	Q	2003	194	10	2013	143	19	162
MATS COILED LOBBY	T	2003	2,159	10	2013	1620	216	1836
SOLDERING GUN TOP THERM ELECT	Q	2003	101	10	2013	75	10	85
BENCH PRESS, NIBBLER, THERMOM	Q	2003	1,541	10	2013	1155	154	1309
TOTAL 2003			115,793			92,026	5,580	97,606
CUMULATIVE TOTAL FOR THRU 2003			246,364			204,647	13,084	216,034
ALARM DOOR BANNER(6)	B	2004	290	5	2009	290		290
RECEPTACLES(165)	T	2004	9,996	10	2014	6500	1000	7500
SMOKING URNS(2)	T	2004	173	10	2014	111	17	128
RECLINERS (14)	T	2004	3,766	10	2014	2450	377	2827
OUTDOOR URN	T	2004	123	10	2014	78	12	90
SHOWER TROLLEY HEIGHT SUPPORTS (10)	B	2004	4,034	10	2014	2620	403	3023
HYGIENE CHAIRS(2)	B	2004	9,887	15	2019	4284	659	4943
SHOWER TROLLEY STRETCHER	B	2004	953	10	2014	618	95	713
PILL CRUSHER (2)	B	2004	163	10	2014	104	16	120
PILL CRUSHER (3)	B	2004	163	10	2014	104	16	120
WRIST DIGITAL BP MONITOR	B	2004	97	6	2010	97		97
RUBBERMAID TILT TRUCK W/ LID	P	2004	665	10	2014	435	67	502
CALL ALARMS	B	2004	1,380	10	2014	897	138	1035
RESIDENT MONITORING	B	2004	732	10	2014	475	73	548
CALL ALARMS	B	2004	693	10	2014	449	69	518
CASSETTE RECORDER	B	2004	31	5	2009	31		31
MICROCASSETTE RECORDERS (2)	B	2004	91	5	2009	91		91
MICROCASSETTE RECORDER	B	2004	42	4	2008	42		42
FILE CABINET	B	2004	93	15	2019	39	6	45
DATA EQUIPMENT	Y	2004	627	5	2009	627		627
ICE MAKER	P	2004	5,112	10	2014	3322	511	3833
DATA EQUIPMENT	Y	2004	250	5	2009	250		250
DATA EQUIPMENT	X	2004	3,426	5	2009	3426		3426
OVERBED TABLES (6)	T	2004	372	15	2019	162	25	187
THERMOMETERS	Q	2004	365	5	2009	365		365
INVACARE SOLAR TILT SEATING SYS	H	2004	3,616	5	2009	3616		3616
FINGER PULSE OXIMETER	B	2004	359	10	2014	234	36	270
SHOWER CHAIRS (3)	B	2004	182	10	2014	117	18	135

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
FINGERPULSE OXIMETERW/CASE	G	2004	380	10	2014	247	38	285
FINGERTIP PULSE OXIMETERS(3)	B	2004	1,068	10	2014	695	107	802
CE2000,(4)EC4000R WHEELCHAIRS	H	2004	1,575	5	2009	1575		1575
SONICATORPLUS&ADAPTOR	G	2004	3,244	10	2014	2106	324	2430
BARIATRIC FOLDING WALKER	H	2004	146	5	2009			
scrap bariatric folding walker 2009			-146					
PUSHERPULLER	Q	2004	100	10	2014	65	10	75
CONVEYOR, GRAVITY	Q	2004	151	10	2014	98	15	113
LAKESIDE CARTS (2)	C	2004	600	10	2014	390	60	450
HUMIDIFERS (7)	C	2004	210	8	2012	169	26	195
HUMIDIFERS (6)	C	2004	180	8	2012	149	23	172
VR MONITORS (10)	B	2004	2,660	10	2014	1729	266	1995
BED&CHAIR SENSORS	B	2004	3,552	5	2009	3552		3552
CALL MONITORS&CORDS (10)	B	2004	2,922	5	2009	2922		2922
SENSORMATS	B	2004	227	5	2009	227		227
SENSORMATS,POTTYMONITORS	B	2004	6,409	5	2009	6409		6409
VR MONITORS (10)	B	2004	2,660	5	2009	2660		2660
BED SENSORMATS(10)	B	2004	2,163	5	2009	2163		2163
BED SENSORMATS(10)	B	2004	2,160	5	2009	2160		2160
SOFTWARE 01-/12/31/04	X	2004	350	5	2009	350		350
MOBILE BP UNIT	C	2004	259	6	2010	259		259
MAYCORP DYNA PRO RECLINER	H	2004	1,263	10	2014	819	126	945
TOASTER	P	2004	27	10	2014	19	3	22
OVERBED TABLES(6)	T	2004	521	15	2019	227	35	262
BED RETURNS (2)	T	2004	230	12	2016	124	19	143
FILAC THERMOMETERS (6)	C	2004	984	5	2009	984		984
LONGBED&SPECIAL MATTRESS	T	2004	1,430	12	2016	774	119	893
ACTIVATOR/DEACTIVATOR	B	2004	487	5	2009	487		487
SENSORS,ANKLE/WRISTBANDS	B	2004	2,397	5	2009	2397		2397
SENSORBANDS	B	2004	1,440	5	2009	1440		1440
LAKESIDE CART	B	2004	215	10	2014	143	22	165
CHAIR REHAB SHOWER COMMUNE	B	2004	684	10	2014	442	68	510
THERMOMETERS(2)	C	2004	110	5	2009	110		110
THERMOMETERS	C	2004	220	5	2009	220		220
TOOL	Q	2004	289	10	2014	188	29	217
LADDERS (7)	Q	2004	104	10	2014	65	10	75
TOOL	Q	2004	199	10	2014	130	20	150
TRASH RECEPTACLES(300)	T	2004	175	10	2014	117	18	135
UTILITY HAND TRUCK	Q	2004	257	10	2014	169	26	195
PILL CRUSHERS (2)	C	2004	206	10	2014	136	21	157
INFRARED BED ALARMS(10)	B	2004	470	5	2009	470		470
SOILED LINEN CARTS (11)	T	2004	964	10	2014	624	96	720
COMPACT CARTS (20)	T	2004	1,384	10	2014	897	138	1035
5DRAW FILE CABINET	B	2004	151	15	2019	65	10	75
TASK CHAIRS (3)	B	2004	608	15	2019	266	41	307

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
SWIVELTASK CHAIR BURGUNDY	B	2004	203	15	2019	91	14	105
ERGONOMIC TASK CHAIR	X	2004	105	15	2019	46	7	53
CHAIR SOCIAL WORKER	J	2004	81	15	2019	33	5	38
5 DRAW LEGAL FILE	B	2004	337	15	2019	143	22	165
CALL STATIONS	B	2004	580	10	2014	377	58	435
CORDLESS PHONES	Y	2004	280	5	2009	280		280
AUTOCLAVE	C	2004	3,717	8	2012	3022	465	3487
REAL TIME VCR	V	2004	247	5	2009	247		247
INFECTION CTL CARTS(3)	B	2004	2,150	10	2014	1398	215	1613
SUCTION MACHINES/W CARTS (3)	C	2004	2,235	10	2014	1456	224	1680
PERFORMAPORTABLE MUSCLE STIMULATOR	G	2004	179	10	2014	117	18	135
FINGER GONIMOMETERS(2)	H	2004	71	10	2014	46	7	53
METTLES ELECTROTHERAPY CART	G	2004	176	10	2014	117	18	135
20"SANYO TV STAFF DEVELOP	S	2004	129	5	2009	129		129
VCRS SYLVANIA (2)	B	2004	79	5	2009	79		79
GE REFRIGERATOR	B	2004	336	10	2014	221	34	255
SKILLETS	D	2004	59	10	2014	39	6	45
PRESSURE WASHER	P	2004	144	10	2014	91	14	105
REFRIGERATOR DINING ROOM	P	2004	336	10	2014	221	34	255
REFRIGERATOR C3 S2 (2)	B	2004	672	10	2014	436	67	503
SECURITY SYSTEM MONITOR	V	2004	598	5	2009	598		598
MICROWAVE	B	2004	39	5	2009	39		39
SANDER	Q	2004	79	10	2014	52	8	60
SCALE SLING	B	2004	121	10	2014	78	12	90
SHOP VAC	P	2004	99	10	2014	65	10	75
STORAGE UNITS	Y	2004	120	10	2014	78	12	90
PENDANT ALARMS	B	2004	633	5	2009	633		633
WHEELCHAIR	H	2004	2,223	5	2009	2223		2223
HEAT THERAPY PUMPS(6)	C	2004	1,968	10	2014	1280	197	1477
PULMOAIDE (6)	C	2004	450	8	2012	364	56	420
CHAIR ALARMS (10)	B	2004	1,221	5	2009	1221		1221
CHAIRMAATE SENSORS	B	2004	1,108	5	2009	1108		1108
CHAIRMAATE SENSORS	B	2004	1,608	5	2009	1608		1608
CHAIR ALARMS &SENSORS	B	2004	1,775	5	2009	1775		1775
CHAIR ALARMS &SENSORS	B	2004	2,555	5	2009	2555		2555
CHAIRMAATE SENSORS (20)	B	2004	1,108	5	2009	1108		1108
CHAIRMAATE SENSORS	B	2004	1,608	5	2009	1608		1608
RESIDENT MONITORING KEY PADS	B	2004	159	5	2009	159		159
CART	Q	2004	152	10	2014	98	15	113
TOOL	Q	2004	106	10	2014	71	11	82
LADDER	Q	2004	267	10	2014	175	27	202
DOOR TOOL RETURNED	Q	2004	-330	10	2014	-215	-33	-248
DRILL	Q	2004	69	10	2014	45	7	52
WIRE SHELF CARTWCASTERS	U	2004	469	15	2019	202	31	233
BIOWASTE RECEPTACLES(7)	T	2004	2,133	10	2014	1385	213	1598

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
BED /RAILS/EXTRA HEAVY MATTRESS	T	2004	1,187	12	2016	643	99	742
COFFEE MAKERS (4)	P	2004	79	5	2009	79		79
RESIDENT ALARMS	B	2004	315	10	2014	208	32	240
SALT SPREADER	Q	2004	189	10	2014			
scrap salt spreader 2008			-189					
SALT SPREADER	Q	2004	211	10	2014			
scrap salt spreader 2008			-211					
TEMPERATURE GAUGES	Q	2004	179	10	2014	117	18	135
SOLDER GUN	Q	2004	121	10	2014	78	12	90
TOTAL 2004			127,701			99099	7143	106242
CUMULATIVE TOTAL FOR THRU 2004			374,065			303,746	20,227	322,276
DISH WASHER REBUILT	P	2005	3,494	10	2015	1920	349	2269
WHEEL CHAIR	H	2005	344	10	2015	187	34	221
SHOWER TROLLEY	B	2005	807	10	2015	445	81	526
CALIBRATOR	C	2005	90	10	2015	50	9	59
CAPACITANCE METER	C	2005	395	10	2015	220	40	260
HEADPHONE	X	2005	53	5	2010	53		53
ORAL EVACUATOR	F	2005	525	10	2015	291	53	344
COBRA CAMERA	Q	2005	7,436	5	2010	7436		7436
LABLER	Q	2005	110	10	2015	61	11	72
JACK	Q	2005	75	10	2015	44	8	52
PILL CRUSHERS (3)	B	2005	136	10	2015	77	14	91
PEDAL CHAIR W/ FOOT RESTS &PADDING	H	2005	1,320	10	2015	726	132	858
RESIDENT ALARMS	B	2005	858	5	2010	858		858
BED CALL BELL CONTROLS	B	2005	306	5	2010	306		306
RESIDENT ALARMS	B	2005	159	5	2010	159		159
PATIENT MONITORING EQUIP	B	2005	1,345	7	2012	1056	192	1248
RESIDENT ALARMS	B	2005	1,036	5	2010	1036		1036
RESIDENT ALARMS	B	2005	78	5	2010	78		78
BED ALARMS (4)	B	2005	303	5	2010	303		303
RESIDENT ALARMS	B	2005	1,653	5	2010	1653		1653
RESIDENT ALARMS	B	2005	365	5	2010	365		365
ADDING MACHINE	Q	2005	35	5	2010	35		35
SONY RECORDER C-1	B	2005	45	5	2010	45		45
SONY RECORDER C-1	B	2005	45	5	2010	45		45
CALCULATOR	P	2005	77	5	2010	77		77
PRINTER	B	2005	361	5	2010	361		361
ICE BIN	B	2005	2,604	10	2015	1430	260	1690
VIPER FLOOR MACHINE	T	2005	995	5	2010	995		995
COFFEE MAKERS	P	2005	230	5	2010	230		230
RESIDENT ALARMS , MEMORY BRAKES	B	2005	772	5	2010	772		772
RESIDENT FALL ALARMS (3)	B	2005	86	5	2010	86		86

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
SMART FLOOR MAT & CONTROLLER	B	2005	164	5	2010	164		164
TOILET CHAIR	B	2005	635	10	2015	352	64	416
LABEL GUN	P	2005	106	10	2015	60	11	71
OPHTHALMOSCOPES (2)	B	2005	887	10	2015	489	89	578
FINGER PULSE OXIMETER (2)	B	2005	686	10	2015	379	69	448
BLANKET CRADLES	B	2005	257	10	2015	143	26	169
WHEELCHAIRS (2) TRACER	H	2005	412	5	2010	412		412
REHAB SHOWER COMMMODE CHAIR	B	2005	619	10	2015	341	62	403
INVACARE 3 POSITION RECLINER	H	2005	784	10	2015	429	78	507
(1) BARIATRIC- (3) COMMODE SHOWER CHR	B	2005	3,209	10	2015	1765	321	2086
FINGER PULSE OXIMETER (2)	B	2005	682	10	2015	374	68	442
WYOTT ELECTRIC CONVEYOR TOASTER	P	2005	858	10	2015	473	86	559
DIGITAL MULTIMETER	Q	2005	80	10	2015	44	8	52
WASTE/BUTT RECEPTACLES -OUTSIDE	S	2005	607	10	2015	335	61	396
CORDLESS DRILL	Q	2005	191	10	2015	105	19	124
DIGITAL MULTIMETER	Q	2005	80	10	2015	44	8	52
BUG ZAPPER	S	2005	266	10	2015	148	27	175
IMPACT WRENCH, 120 VAC	Q	2005	166	10	2015	93	17	110
EMERGENCY LIGHT	Q	2005	49	10	2015	27	5	32
DIGITAL MULTIMETER	Q	2005	80	10	2015	44	8	52
SOLDER STATION	Q	2005	85	10	2015	49	9	58
REPLACE OUTSIDE WALL LIGHT	Q	2005	156	10	2015	88	16	104
SMOKE DETECTOR	Q	2005	218	10	2015	121	22	143
EMERGENCY LIGHTS	Q	2005	89	10	2015	49	9	58
LAMINATOR COLD PRESS	Q	2005	124	10	2015	66	12	78
CLOCK	B	2005	13	10	2015	6	1	7
SPREADER	S	2005	200	10	2015	110	20	130
PULLERS (2)	P	2005	133	10	2015	72	13	85
BRACELET ALARM SYSTEM	Q	2005	20	5	2010	20		20
HUMIDIFIERS (4)	C	2005	122	8	2013	83	15	98
HUMIDIFIERS (4)	C	2005	166	8	2013	115	21	136
SENSORMATS (5)	B	2005	1,183	5	2010	1183		1183
SENSORMATS (10)	B	2005	2,164	5	2010	2164		2164
BED CHECK MONIOTRS (16)	B	2005	4,076	5	2010	4076		4076
OTOSCOPE HEARD	C	2005	199	7	2012	154	28	182
MEDICATION CART TOP	B	2005	87	10	2015	49	9	58
ELECTRIC BED & MATTRESS	T	2005	1,455	12	2017	666	121	787
OVERBED TABLES (6)	T	2005	520	15	2020	192	35	227
ELECTRIC LONG BED W/ MATTRESS	T	2005	1,475	12	2017	676	123	799
SAVIN 2560 COPY MACHINE	Y	2005	11,367	5	2010	11367		11367
THERMOMETERS (2)	C	2005	110	5	2010	110		110
DYNAMIC HAND MIXER	P	2005	530	10	2015			
scrap dynamic hand mixer 2008			-530					
SCALE	P	2005	80	10	2015			
scrap scale 2008			-80					

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
BEDRAILS	T	2005	1,339	15	2020	490	89	579
OVERBED TABLES	T	2005	305	15	2020	110	20	130
HANDHELD VACCUM	T	2005	40	8	2013	28	5	33
CHRISTMAS TREE	D	2005	149	10	2015	82	15	97
TIMER 24HR INDUSTRIAL	Q	2005	54	10	2015	28	5	33
PORTABLE GATES(2)	Q	2005	52	10	2015	28	5	33
WORKLIGHT	Q	2005	22	10	2015	11	2	13
MICROWAVE -NURSING UNIT	B	2005	80	5	2010	80		80
GAS BLOWER	S	2005	134	3	2008	134		134
LADDER	Q	2005	149	10	2015	82	15	97
POSTURE VALUE (3) POSTURE G CHAIRS(3)	H	2005	5,106	10	2015	2810	511	3321
SHOWERCOMMODE CHAIRS	B	2005	1,512	10	2015	831	151	982
GLOBAL YORKDALE CHAIR SWITCHBOARD	X	2005	223	15	2020	82	15	97
YORKDALE TASK CHAIR(KRHI)	X	2005	138	15	2020	50	9	59
BURG SWIVEL TASK CHAIR (2)	B	2005	405	15	2020	149	27	176
LATERAL FILE	Y	2005	457	15	2020	165	30	195
PC WORKSTATION & PRINTER CART	B	2005	98	15	2020	38	7	45
MANUAL RESUSCITATORS	B	2005	198	8	2013	137	25	162
W/C SUPPORT SYSTEM	B	2005	5,705	5	2010	5705		5705
MASTER STATION	B	2005	820	5	2010	820		820
PATIENT MONITORING	B	2005	5,802	7	2012	4559	829	5388
REFURBISH DISPOSAL	P	2005	1,595	5	2010	1595		1595
ROYAL INVACARE RECLINING WHEELCHR	H	2005	394	10	2015	215	39	254
TABLES	P	2005	135	10	2015	77	14	91
VIDEO CAMERA	Q	2005	474	5	2010	474		474
PULMOAIDES(4)	C	2005	332	8	2013	231	42	273
CHAIRMATE ALARMS(20)	B	2005	944	5	2010	944		944
CHAIRMATE SENSORS(30)	B	2005	1,364	5	2010	1364		1364
CHAIRMATE SENSORS (20)	B	2005	1,109	5	2010	1109		1109
CHAIRMATE SENSORS (30)	B	2005	1,607	5	2010	1607		1607
CHAIRMATE SENSORS(30)	B	2005	1,607	5	2010	1607		1607
CHAIRMATE SENSORS(20)	B	2005	1,109	5	2010	1109		1109
LID ASSEMBLIES FOR UTILITY HAMPERS	T	2005	519	10	2015	286	52	338
JANITOR CARTS (14)	T	2005	4,957	10	2015	2728	496	3224
MEDICAL WASTE CONTAINERS DENTAL	F	2005	87	10	2015	49	9	58
BIN HAMPERS (12)	T	2005	2,994	15	2020	1100	200	1300
CEILING LEAK DIVERSION SYSTEM	Q	2005	293	10	2015	160	29	189
CARPET	T	2005	154	5	2010	154		154
CART WHEEL BASES	P	2005	425	10	2015	236	43	279
CARTLOCK BOXES (14)	T	2005	1,057	10	2015	583	106	689
TOTAL 2005			104,862			81084	5454	86538
CUMULATIVE TOTAL FOR THRU 2005			478,927			384,830	25,681	408,814
OVERBED TABLES(4)	T	2006	492	10	2016	221	49	270

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
PHONE	Y	2006	39	5	2011	36	3	39
RESIDENT ALARMS (2)	B	2006	43	5	2011	40	3	43
RESIDENT ALARMS(30)	B	2006	1,364	5	2011	1228	136	1364
REMOTE BED CONTROLLERS (8)	B	2006	603	12	2018	225	50	275
GATES MOVEABLE PARTITIONS (2)	B	2006	52	10	2016	23	5	28
CORDLESS PHONES (6)	B	2006	160	5	2011	144	16	160
BIN HAMPERS (29)	U	2006	5,864	15	2021	1759	391	2150
RESIDENT ALARMS (10)	B	2006	1,123	5	2011	1012	111	1123
RESIDENT ALARMS(1)	B	2006	557	5	2011	500	57	557
TABLE MATES(5)	H	2006	247	10	2016	112	25	137
NURSE CALL (6)	B	2006	305	5	2011	275	30	305
FIRE EXTINGUISHER	Q	2006	25	5	2011	23	2	25
RESIDENT PENDANT ALARMS (2)	B	2006	246	5	2011	221	25	246
OVER BED TABLES (6)	T	2006	296	15	2021	90	20	110
TELEPHONES(2)	Q	2006	53	5	2011	49	4	53
OPHTHALMOSCOPE	B	2006	450	10	2016	203	45	248
NORELCO ELECTRIC RAZORS (4)	C	2006	226	5	2011	203	23	226
LAUNDRY CARTS ROYAL BLUE (2)	U	2006	2,144	10	2016	963	214	1177
WORKING CLASS HERO SUPER SEAT	X	2006	60	15	2021	18	4	22
WALKIE TALKIES (2)	Q	2006	482	5	2011	432	50	482
CAN OPENER	P	2006	380	10	2016	171	38	209
TOOL SET	Q	2006	115	10	2016	54	12	66
CALL ALARMS (9)	B	2006	668	5	2011	603	65	668
BED RAILS (4)	T	2006	837	12	2018	315	70	385
CLOCKS (2)	P	2006	36	10	2016	18	4	22
TOOL (STUD SENSOR)	Q	2006	50	10	2016	23	5	28
TOOL (DRAIN PIPE SYSTEM)	Q	2006	189	10	2016	85	19	104
WALL CLOCKS (3)	Q	2006	80	10	2016	36	8	44
OPHTHALMOSCOPE	B	2006	450	10	2016	203	45	248
WHEELCHAIR ANTI ROLLBACK DEV(3)	B	2006	445	5	2011	401	44	445
RESIDENT ALARMS(7)	B	2006	758	5	2011	684	74	758
CONSOLE PATIENT MONITORING	B	2006	479	7	2013	306	68	374
ELECTRIC BEDS (2)	T	2006	2,300	12	2018	864	192	1056
CALCULATOR VICTOR	P	2006	87	3	2009	87		87
CHAINSAW	Q	2006	309	10	2016	139	31	170
CALL ALARMS (6)	B	2006	639	7	2013	410	91	501
FANS (8)	Q	2006	220	10	2016	99	22	121
WALKIE TALKIES (2)	Q	2006	482	5	2011	432	50	482
TRANSCRIBER FOOT PEDAL	M	2006	71	5	2011	63	8	71
CLOCKS (2)	P	2006	26	10	2016	13	3	16
NURSING STATION GATE	B	2006	54	10	2016	23	5	28
NURSING STATION SHELVES	B	2006	160	10	2016	72	16	88
TOOLS (DRILL PARTS)	Q	2006	178	10	2016	81	18	99
AIR CONDITIONER (PORTABLE)	Q	2006	499	5	2011	450	49	499
PRESSURE WASHER	S	2006	388	10	2016	175	39	214

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
GAZEBO CHAIRS(4)	S	2006	111	15	2021	32	7	39
FINGER PULSE OXIMETER	B	2006	338	10	2016	153	34	187
DOOR MONITORS (2)	B	2006	140	7	2013	90	20	110
LADDERS (2)	T	2006	198	10	2016	90	20	110
ULTRA SOUND BLADDER SCAN	B	2006	10,646	5	2011	9581	1065	10646
THERMOMETERS (3)	C	2006	165	5	2011	149	16	165
CHAIR OFFICE BLACK	X	2006	51	15	2021	14	3	17
PATIENT MONITORING ALARMS (18)	B	2006	994	7	2013	639	142	781
FILE CABINET (4 DRAW LEGAL)	B	2006	187	15	2021	54	12	66
PATIENT MONITORING ALARMS(6)	B	2006	306	7	2013	198	44	242
EMERGENCY LIGHT	Q	2006	54	10	2016	23	5	28
STACK CHAIRS (3)	T	2006	117	15	2021	36	8	44
TASK CHAIR (2)	B	2006	416	15	2021	126	28	154
WALL CLOCKS(2)	Q	2006	160	10	2016	72	16	88
THERMOMETER FILAC (3)	C	2006	496	5	2011	446	50	496
FILE CABINET (TWO DRAW)	B	2006	103	15	2021	31	7	38
TASK CHAIRS (2)	B	2006	416	15	2021	126	28	154
PATIENT MONITORING ALARMS (6)	B	2006	454	7	2013	292	65	357
TOOLS (KIT FOR SINK PLUMBING)	Q	2006	323	10	2016	144	32	176
AIR CONDITIONER (PORTABLE)	Q	2006	399	5	2011	360	39	399
SCALE TRONIX SLING SCALE	B	2006	121	7	2013	77	17	94
FILE (UNDER DESK PEDESTAL FILE)	B	2006	167	15	2021	50	11	61
THERMOMETER	C	2006	55	5	2011	50	5	55
TABLE MATE(4)	H	2006	197	10	2016	90	20	110
POSTURE CHAIRS (2)	H	2006	1,606	10	2016	724	161	885
PRESSURE STEAMERS (2)	P	2006	29,193	10	2016	13136	2919	16055
FINGER PULSE OXIMETER	B	2006	305	10	2016	139	31	170
ANKLE ALARMS (4)	B	2006	446	5	2011	401	45	446
RESIDENT ALARMS (10)	B	2006	921	5	2011	828	93	921
TOOL (DRILL)	Q	2006	179	10	2016	81	18	99
FANS (4)	Q	2006	165	10	2016	76	17	93
RECEPTACLES(BINS METAL)	T	2006	137	15	2021	41	9	50
WORKSTATION	B	2006	159	10	2016	72	16	88
FAN	Q	2006	35	10	2016	18	4	22
WALKIE TALKIE	Q	2006	241	5	2011	216	25	241
THERMOMETER	C	2006	55	5	2011	50	5	55
ASPIRATOR (3)	C	2006	1,778	10	2016	801	178	979
TOOL (WIRE CUTTER)	Q	2006	85	10	2016	40	9	49
LOCK BOXES(4)	B	2006	358	10	2016	162	36	198
WALKIE TALKIE	Q	2006	241	5	2011	216	25	241
CART DRAW	B	2006	79	10	2016	36	8	44
CHAIR (DESK)	B	2006	100	15	2021	31	7	38
DENTAL EQUIPMENT	F	2006	1,855	15	2021	558	124	682
METERS FOR OXGEN EQUIP (2)	C	2006	160	10	2016	72	16	88
RESIDENT ALARMS (3)	B	2006	228	5	2011	207	21	228

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
TOOLS PLUMBING	Q	2006	1,064	10	2016	477	106	583
VACCUM	Q	2006	40	8	2014	23	5	28
HEATER (UTILITY)	Q	2006	50	10	2016	23	5	28
GARBAGE DISPOSAL REFURBISH	P	2006	700	10	2016	315	70	385
TOTAL 2006			81,525			45250	7886	53136
CUMULATIVE TOTAL FOR THRU 2006			560,452			430,080	33,567	461,950
HEATER(UTILITY)	Q	2007	50	10	2017	18	5	23
BEDRAILS	T	2007	633	12	2019	185	53	238
PILLCRUSHERS	B	2007	92	10	2017	32	9	41
OXIMETER FINGER PULSE (2)	B	2007	672	10	2017	235	67	302
WHEELCHAIR ANTI ROLLEBACK DEV(3)	B	2007	457	5	2012	319	91	410
MICROWAVE SANYO	P	2007	147	5	2012	102	29	131
REFURBISH STEEL STRAINER BASKETS	P	2007	1,100	10	2017	385	110	495
THERMOMETERS(2)	C	2007	110	5	2012	77	22	99
WHEELCHAIRS (2)	H	2007	330	5	2012	231	66	297
FOOD SLICER GLOBE MODEL #3600	P	2007	2,780	10	2017	973	278	1251
FLOOR CARE LUX UPRIGHT SYSTEM	T	2007	1,000	5	2012	700	200	900
OVERBED TABLES(5)	T	2007	390	15	2022	91	26	117
BED CONTROLS	B	2007	280	5	2012	196	56	252
TWO WAY RADIOS (2)	Q	2007	498	5	2012	350	100	450
SPEAKER PHONE	Y	2007	40	5	2012	28	8	36
SENSORS,ANKLE/WRISTBANDS(33)	B	2007	427	5	2012	298	85	383
THERMOMETERS(3)	C	2007	165	5	2012	116	33	149
BED ALARMS (36)	B	2007	940	5	2012	658	188	846
OVERBED TABLES(6)	T	2007	208	15	2022	49	14	63
TELEPHONE	Q	2007	140	5	2012	98	28	126
VR MONITORS (10)	B	2007	2,554	10	2017	893	255	1148
FIRE EXTINGUISHER	P	2007	175	5	2012	123	35	158
TASK CHAIRS(2)	B	2007	209	15	2022	49	14	63
TASK CHAIR	P	2007	57	15	2022	14		14
scrap task chair 2011			-57					-14
TILT TRUCK HEAVY DUTY LINEN	T	2007	767	10	2017	269	77	346
LAKESIDE CARTS W/ TOPPERS(6)	B	2007	705	10	2017	248	71	319
STACK CHAIRS (120)	T	2007	8,379	15	2022	1956	559	2515
LAUNDRY HAMPERS(14)	U	2007	3,416	15	2022	798	228	1026
SHOWER TROLLEY	B	2007	403	10	2017	140	40	180
SHOWER /COMMODE CHAIR	B	2007	379	10	2017	133	38	171
CHAIR ALARMS (10)	B	2007	897	10	2017	315	90	405
WIRE CARTS (2)	P	2007	316	10	2017	112	32	144
STACK CHAIRS (15)	T	2007	862	15	2022	200	57	257
COMMODES(4)	B	2007	169	10	2017	59	17	76
TASK CHAIRS (2)	B	2007	209	15	2022	49	14	63
MICROWAVE OVEN	Q	2007	60	5	2012	42	12	54

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
POLESAW	Q	2007	200	10	2017	70	20	90
AIR CONDITIONER PORTABLE	Q	2007	499	5	2012	350	100	450
TASK CHAIR	A	2007	104	15	2022	24	7	31
SHOW TROLLEY	B	2007	3,780	10	2017	1323	378	1701
MEDICATION CART TOP	B	2007	92	10	2017	32	9	41
BED ALARMS(13)	B	2007	495	5	2012	347	99	446
FANS(12)	Q	2007	232	10	2017	81	23	104
DRILL	Q	2007	64	10	2017	21	6	27
TIMERS ELECTRIC	Q	2007	176	10	2017	63	18	81
SHOWER /COMMODE CHAIR	B	2007	379	10	2017	133	38	171
TABLES FOLDING FOR CAFETERIA (9)	P	2007	527	15	2022	123	35	158
CIGARETTE BUTT STANDS (2)	Q	2007	96	10	2017	35	10	45
SECURITY CAMERA POWER SUPPLY	Q	2007	53	5	2012	38	11	49
RADIOS (2)	Q	2007	517	5	2012	361	103	464
TV FOR C3 NURSE STATION AREA	B	2007	479	5	2012	336	96	432
THERMOMETERS(5)	C	2007	275	5	2012	193	55	248
BED ELECTRIC W/SIDE RAILS (2)	T	2007	1,758	12	2019	514	147	661
DESK CHAIR PAYROLL OFFICE	X	2007	210	15	2022	49	14	63
RESIDENT ALARMS(50)	B	2007	1,728	5	2012	1211	346	1557
RAZORS -NORELCO (4)	C	2007	242	5	2012	168	48	216
WHEELCHAIRS WINCO (2)	H	2007	677	5	2012	473	135	608
BEVERAGE SERVER (2)	P	2007	300	10	2017	105	30	135
STACK CHAIRS W/ ARMS (12)	T	2007	770	15	2022	179	51	230
CHAIR CHECK MONITOR (3)	B	2007	458	5	2012	322	92	414
TASK CHAIR	B	2007	104	15	2022	24	7	31
TABLE MATES (6)	H	2007	309	10	2017	108	31	139
BED PAN WASHER	B	2007	165	10	2017	59	17	76
CIGARETTE BUTT BINS (3)	Q	2007	175	10	2017	63	18	81
CHAIR MAY DYNA PO WFOOT REST	H	2007	1,481	5	2012	1036	296	1332
BEVERAGE CENTER REFURB	P	2007	189	10	2017	66	19	85
RESIDENT ALARMS (5)	B	2007	192	5	2012	133	38	171
OXIMETER	B	2007	338	10	2017	119	34	153
VAN PASSENGER VAN DARK BLUE	D	2007	37,112	5	2012	25977	7422	33399
RESIDENT ALARMS (18)	B	2007	437	5	2012	305	87	392
SMOKE DETECTORS(4)	Q	2007	136	10	2017	49	14	63
HOSE CART	Q	2007	146	10	2017	52	15	67
FANS TABLE (12)	Q	2007	283	10	2017	98	28	126
BED CONTROL UNIT	B	2007	110	12	2019	32	9	41
PILL CRUSHER (2)	B	2007	92	10	2017	32	9	41
WHEELCHAIRS ANTI ROLLBACK(2)	B	2007	475	5	2012	333	95	428
REFRIGERATOR	B	2007	158	10	2017	56	16	72
CHAIR ALARMS W/STRAPS	B	2007	499	5	2012	350	100	450
RECLINER GUARDIAN	H	2007	321	10	2017	112	32	144
SCALE DIETARY	P	2007	146	10	2017	52	15	67
BEDRAIL ASSIST DEVICES	T	2007	588	15	2022	137	39	176

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
CABINET NARCOTIC	B	2007	202	15	2022	46	0	46
scrapped cabinet narcotic 2011	B		-202					-46
FILAC THERMOMETERS (8)	B	2007	1,840	5	2012	1288	368	1656
WHEELCHAIRS X WIDE	H	2007	565	5	2012	396	113	509
RESIDENT CALL ALARMS (28)	B	2007	1,491	5	2012	1043	298	1341
VR MONITORS (5)	B	2007	1,279	10	2017	448	128	576
FOOD PROCESSOR ROBOTCOUPE	P	2007	395	10	2017	140	40	180
BED ELECTRIC 84"	T	2007	1,282	12	2019	374	107	481
RESIDENT CALL ALARMS	B	2007	942	5	2012	658	188	846
TASK CHAIRS(4)	X	2007	451	15	2022	105	30	135
CHAIR ALARMS (10)	B	2007	893	5	2012	626	179	805
SPEAKER PHON E	Y	2007	52	5	2012	35	10	45
ANTI-ROLLBACK DEVICES - WHEELC(3)	B	2007	475	5	2012	333	95	428
MICROWAVE	Q	2007	50	5	2012	35	10	45
MICROSOFT OFFICE PROF PLUS 2007(5)	X	2007	1,495	3	2010	1743	-248	1495
EMERGENCY EVACUATION CHR W CAB	B	2007	2,175	15	2022	508	145	653
FILAC THERMOMETER(3)	B	2007	165	5	2012	116	33	149
EMERGENCY LIGHT	Q	2007	108	10	2017	38	11	49
DRILL CORDLESS	Q	2007	179	10	2017	63	18	81
VR MONITORS(5)	B	2007	1,277	10	2017	448	128	576
WALKER FOLDING (4)	G	2007	380	5	2012			
Scrapped (4) Walkers 2009			-380					
PRINTERS (4)	X	2007	4,426	5	2012	3098	885	3983
ANKLE/WRIST ALARMS (3)	B	2007	324	5	2012	227	65	292
WALKER(FOLDING)	G	2007	143	5	2012			
Scrap (1) walker 2009			-143					
CALCULATOR PRINTING	P	2007	49	5	2012	35	10	45
RESIDENT ALARMS	B	2007	1,072	5	2012	749	214	963
SHELVING	X	2007	117	20	2027	21	6	27
COMPUTERS (5)	X	2007	4,600	5	2012	3220	920	4140
TOOL SNAKE W/ EXTENSION	Q	2007	291	10	2017	102	29	131
GOMCO SUCTION PUMPS (4)	C	2007	1,774	10	2017	620	177	797
ELECTRIC BEDS (3)	T	2007	2,548	12	2019	742	212	954
CHAIR ALARMS (30)	B	2007	1,362	5	2012	952	272	1224
SOFTWARE PRINT SHOP	X	2007	43	3	2010	43		43
RESIDENT CALL ALARMS	B	2007	253	5	2012	178	51	229
ELECTRIC BEDS (3)	T	2007	2,548	12	2019	742	212	954
DOOR ALARMS (3)	B	2007	155	5	2012	109	31	140
DOOR MONITORS (4)	B	2007	289	5	2012	203	58	261
GUARDIAN RECLINERS (2)	H	2007	619	10	2017	217	62	279
WHEELCHAIRS (2) TRACER	H	2007	302	5	2012	210	60	270
RECLINER WFOOT REST	H	2007	691	10	2017	242	69	311
ELECTRIC BED W SIDE RAILS	T	2007	1,285	12	2019	375	107	482
ELECTRIC BED(2)	T	2007	2,380	12	2019	693	198	891
ELECTRIC BED(3)	T	2007	2,549	12	2019	742	212	954

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
WET DRY VACCUM	Q	2007	134	8	2015	59	17	76
REFRIGERATOR (2) S2 NURSI LOUNGE	B	2007	331	10	2017	116	33	149
TOTAL 2007			130,782			68423	18772	87135
CUMULATIVE TOTAL FOR THRU 2007			691,234			498,503	52,339	549,085
RECLINER TORSO SUPPORT(for recliner rec 07)	H	2008	64	10	2018	15	6	21
FINGER PULSE OXIMETER	B	2008	642	10	2018	160	64	224
WHEELCHAIR (ARM RESTS FOR WC 07)	H	2008	179	5	2013	90	36	126
WHEELCHAIR (ANTI ROLLBACK DEVICE)	H	2008	468	5	2013	235	94	329
CHAIR ALARMS (10)	B	2008	899	5	2013	450	180	630
PILL CRUSHER (2)	B	2008	115	5	2013	57	23	80
CALL SYSTEM VISUAL STATION (8)	B	2008	544	10	2018	135	54	189
OXIMETER FINGER PULSE (2)	B	2008	642	10	2018	160	64	224
HON STORAGE CABINET	B	2008	305	15	2023	50	20	70
FILAC THERMOMETER (3)	C	2008	165	5	2013	83	33	116
HAIR DRYER with CART (2)	3	2008	614	5	2013	307	123	430
SINGLE LINE PHONE	Y	2008	53	5	2013	27	11	38
AED TRAINER	5	2008	244	10	2018	60	24	84
POWERHEART ADE	5	2008	1,347	10	2018	337	135	472
HAMPER (10)	U	2008	2,199	10	2018	550	220	770
CHAIR WITH FOOTREST AND TRAY (2)	H	2008	685	15	2023	115	46	161
FULL BODY SLING (3)	B	2008	435	10	2018	110	44	154
BED CONTROLS (2)	G	2008	89	5	2013	45	18	63
MICROWAVE	B	2008	50	5	2013	25	10	35
VR MONITOR W/O CALL BELL	B	2008	2,552	10	2018	638	255	893
RECLINER	H	2008	328	10	2018	82	33	115
KAIVAC CLEANING SYSTEM	T	2008	2,749	5	2013	1375	550	1925
HEAT SEAL MACHINE	U	2008	1,267	10	2018	317	127	444
OXIMETER FINGER PULSE (2)	B	2008	636	10	2018	160	64	224
FILE VERTICAL NURSING FRONT OFFICE	B	2008	97	5	2013	48	19	67
INSTALLATION OF PIZZA OVEN	P	2008	1,760	10	2018	440	176	616
CHAIR	X	2008	176	15	2023	30	12	42
BED SENSOR (15) & CHAIR SENSOR (8)	B	2008	4,776	5	2013	2388	955	3343
CORDLESS PHONE	Q	2008	56	5	2013	28	11	39
RECLINER W/SHOULDER SUPPORTS (3)	H	2008	3,681	10	2018	920	368	1288
AMAL SEPERATOR DENTIST OFFICE	F	2008	1,576	3	2011	1313	263	1576
RECLINER	T	2008	728	10	2018	182	73	255
FILE CABINETS FISCAL OFFICE	X	2008	816	15	2023	135	54	189
BOOKCASE FISCAL OFFICE	X	2008	68	20	2028	8	3	11
CHAIR SENSOR (30)	B	2008	1,379	5	2013	690	276	966
BAND ALARM (6)	B	2008	654	5	2013	327	131	458
CHAIR SENSOR (30)	B	2008	1,379	5	2013	690	276	966
REBUILD DISH MACHINE	P	2008	1,190	10	2018	298	119	417
BED CONTROLS PART & SUPPLIES	B	2008	343	5	2013	172	69	241

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
INSTALLATION OF PIZZA OVEN	P	2008	556	10	2018	140	56	196
NURSECALL (2) & BED CONTROLS (4)	B	2008	272	5	2013	135	54	189
JANITOR CART W/ MOP BUCKET (3)	T	2008	1,484	10	2018	370	148	518
BAND ALARM (6)	B	2008	654	10	2018	163	65	228
SLING SCALE HYDRAULIC PUMP	B	2008	495	10	2018	125	50	175
PIZZA OVEN	P	2008	15,270	10	2018	3818	1527	5345
BENCH PARK	S	2008	89	15	2023	15	6	21
THERMOMETER FILAC (7)	C	2008	1,610	5	2013	805	322	1127
PRIVACY SCREEN (5)	B	2008	834	5	2013	417	167	584
VINYL PANELS FOR PRIVACY SCREEN (15)	B	2008	195	5	2013	98	39	137
PATIENT STATION (3) & BED CONTROL (3)	B	2008	421	5	2013	210	84	294
TIME LAPSE RECORDER	Q	2008	163	5	2013	82	33	115
OAK BOOKCASE,DECK BOX	Q	2008	179	20	2028	22	9	31
VR MONITOR W/O CALL BELL	B	2008	1,280	10	2018	320	128	448
THERMOMETER REPLACEMENT (3)	C	2008	225	5	2013	113	45	158
THERMOMETER REPLACEMENT (2)	C	2008	150	5	2013	75	30	105
CHAIRMAATE SENSOR (30)	B	2008	1,379	5	2013	690	276	966
SLING SCALE HYDRAULIC PUMP	Q	2008	495	10	2018	125	50	175
LEAF BLOWER	S	2008	150	5	2013	75	30	105
SPRING ASSIST KEYBOARD SYSTEM (3)	X	2008	304	5	2013	152	61	213
DIETARY CONTAINERS (3)	P	2008	150	5	2013	75	30	105
FLOOR CLEANING MACHINE	T	2008	1,907	5	2013	953	381	1334
PILL CRUSHER (2)	B	2008	116	5	2013	58	23	81
OXIMETERS FINGER PULSE (3)	B	2008	936	10	2018	235	94	329
UNIVERSAL SLINGS (7),DIGITAL SCALE (7), CONTROL BOX, BATTERY SET	B	2008	13,225	10	2018	3307	1323	4630
CHAIR ALARMS (10)	B	2008	899	5	2013	450	180	630
SHOWER CHAIR (2)	B	2008	89	10	2018	22	9	31
CALL BELLS (4), BED CONTROLS (6)	B	2008	521	5	2013	260	104	364
STEP-ON CANS (2)	T	2008	235	10	2018	60	24	84
THERMOMETER REPLACEMENT (2)	C	2008	150	5	2013	75	30	105
RECLINER CHAIRS (19)	T	2008	12,941	10	2018	3235	1294	4529
CALL BELLS (4), BED CONTROLS (2), GENERIC CORD (2)	B	2008	448	5	2013	225	90	315
WALKIE TALKIE	Q	2008	296	5	2013	148	59	207
TASK CHAIRS WITH CASTERS (3)	B	2008	299	15	2023	50	20	70
TASK CHAIR WITH CASTERS	B	2008	103	15	2023	17	7	24
ADDING MACHINE/CALCULATOR	X	2008	87	5	2013	43	17	60
OXIMETERS FINGER PULSE (3)	B	2008	955	10	2018	240	96	336
VERTICAL FILE	B	2008	199	15	2023	33	13	46
CHAIRMAATE SENSOR (30)	B	2008	1,379	5	2013	690	276	966
HAND HELD DRILL	Q	2008	179	5	2013	90	36	126
WHEELCHAIR	H	2008	557	5	2013	278	111	389
CHAIR SENDOR (2) & CHAIR MONITOR (10)	B	2008	1,829	5	2013	915	366	1281
ALARM KEYPAD	Q	2008	285	5	2013	143	57	200

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
DRILL	Q	2008	75	5	2013	38	15	53
BED CONTROLS (3)	B	2008	114	5	2013	57	23	80
SENSORS (5)	B	2008	546	5	2013	273	109	382
CHAIR SENSORS (30) & CHAIR ALARMS (10)	B	2008	2,277	5	2013	1138	455	1593
FILAC THERMOMETER	C	2008	204	5	2013	102	41	143
BED CONTROLS (4) & CORDS (14)	Q	2008	655	5	2013	328	131	459
TOOL KIT	Q	2008	100	5	2013	50	20	70
PORTABLE HEATER	Q	2008	150	10	2018	38	15	53
FILE CABINET (3)	B	2008	634	15	2023	105	42	147
BED SENSORS (15)	B	2008	3,257	5	2013	1628	651	2279
SPREADER, SALT	S	2008	131	5	2013	65	26	91
COMPUTER EQUIPMENT	X	2008	1,795	5	2013	898	359	1257
COMPUTER (7) Dell optiplex	X	2008	5,730	3	2011	4775	955	5730
PHONE	Y	2008	53	5	2013	27	11	38
WALKIE TALKIE	Q	2008	296	5	2013	148	59	207
REBATE REC 2008 for van purch 2007	D	2008	-1,000	5	2013	-500	-200	-700
*								
OXIMETERS FINGER PULSE (2)	B	2008	776	10	2018	195	78	273
COMMODE X-WIDE	B	2008	465	10	2018	117	47	164
CHAIR SENSORS(30) & CHAIR ALARMS(3)	B	2008	2,189	5	2013	1095	438	1533
FILAC THERMOMETERS (2)	C	2008	400	5	2013	200	80	280
RECLINER (3) QUEENKLINER TILT	H	2008	4,474	10	2018	1118	447	1565
VOLTAGE TESTER	Q	2008	29	5	2013	15	6	21
TOOLS VARIOUS	Q	2008	94	5	2013	47	19	66
BED CONTROLS (5)	Q	2008	217	5	2013	108	43	151
SPREADER, SALT	Q	2008	113	5	2013	57	23	80
COMPUTER SOFTWARE MICRO OFFIC OFFICPR	X	2008	2,142	3	2011	1785	357	2142
CAMERA MOTION	Q	2008	299	5	2013	150	60	210
DISHWASHER DOOR ASSEMBLY	P	2008	818	10	2018	205	82	287
TOTAL 2008			126,972			47066	17251	64317
CUMULATIVE TOTAL FOR THRU 2008			818,206			545569	69590	613402
2009								
TASK CHAIRS W/CASTER (2)	B	2009	294	15	2024	30	20	50
HIGH BACK MULTI TASK CHAIR (1)	X	2009	161	15	2024	16	11	27
TASK CHAIRS W/CASTER (3)	B	2009	440	15	2024	44	29	73
UNDER SEAT ALARM SYSTEM (3)	B	2009	239	5	2014	72	48	120
ANKLE/WRIST ALARMS(30) VPU TAG/BAND (5)	B	2009	644	5	2014	193	129	322
4.4 COMPACT REFRIGERATOR-C1 MED ROOM	Q	2009	170	10	2019	26	17	43
HP LJ PRINTERS (7) HP 3YR PRINT IMAGING (7)	X	2009	1,904	5	2014	571	381	952
MOBILE COMPUTER CART (1)	B	2009	133	10	2019	20	13	33
CALL ALARM PADS W/ADAPTORS & CONTROLS(8)	Q	2009	861	5	2014	258	172	430
BEDSIDE MOTION DETECTOR ALARM	B	2009	153	5	2014	46	31	77

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
FILAC THERMOMETERS (2)	C	2009	400	5	2014	120	80	200
OXYGEN TANK HOLDERS (30)	B	2009	643	10	2019	96	64	160
DOOR ALARM BANNERS	B	2009	304	5	2014	91	61	152
CHAIR ALARMS (10)	B	2009	883	5	2014	265	177	442
CHAIR ALARM (1)	B	2009	105	5	2014	32	21	53
JOERNS BED CONTROLS (6)	Q	2009	252	5	2014	75	50	125
BED CONTROLS (4)	Q	2009	168	5	2014	51	34	85
MNTNCE HAND TRUCK	Q	2009	147	10	2019	22	15	37
5 DRAWER TOOL CABINET	Q	2009	99	10	2019	15	10	25
UNICARE TREATMENT & PROCEDURE CARTS W/TRAY/ DIVIDERS & WASTE RECEPTICLE(3)	B	2009	8,006	10	2019	1201	801	2002
QUEEN LINE CHAIR W/2 SHOULDER SUPPORTS	H	2009	1,325	10	2019	199	133	332
SAFETY CASTER SET (1) FOR MED CART	B	2009	36	10	2019	6	4	10
OVERBED TABLES (6)	T	2009	348	15	2024	35	23	58
SLING SCALES (4)	B	2009	470	10	2019	71	47	118
FILAC THERMOMETERS (3)	C	2009	600	5	2014	180	120	300
TILT POSITIONING CHAIR W/SPEC PADDING	T	2009	2,954	10	2019	443	295	738
ELECTRIC BEDS W/RAILS & WALL SAVERS(4)	T	2009	4,232	12	2021	529	353	882
ALARM DOOR BANNERS (9)	B	2009	457	5	2014	137	91	228
44" PATIO TABLE	S	2009	70	10	2019	11	7	18
4 DRAWER VERTICLE FILE	B	2009	164	15	2024	16	11	27
L-SHAPE DESKS W/RETURNS (3)	X	2009	1,377	20	2029	103	69	172
DINING TABLE FOR PATIO	S	2009	88	10	2019	13	9	22
CHAIR ALARMS(15)	B	2009	1,350	5	2014	405	270	675
FINGERPULSE OXIMETERS (2)	B	2009	644	10	2019	96	64	160
CENTER DRAWERS FOR FRONT DESKS(2)	X	2009	253	20	2029	19	13	32
ROTTO LOW PROFILE PEDAL EXERCISER	H	2009	496	10	2019	75	50	125
FINGERTIP OXIMETER	H	2009	262	10	2019	39	26	65
CEILING FAN	X	2009	45	10	2019	7	5	12
TASK CHAIRS(3)	B	2009	440	15	2024	44	29	73
HIGH BACK TASK CHAIR	Y	2009	161	15	2024	16	11	27
HOBART 60QT STAINLESS WIRE WHIP MIXER	P	2009	289	10	2019	43	29	72
JOERNS BED CONTROLS (3)	Q	2009	126	5	2014	38	25	63
CORDLESS PHONES(6); (1) BASIC PHONE	B	2009	218	5	2014	66	44	110
SECURITY RADIOS FOR MNTNCE(2)	Q	2009	517	5	2014	155	103	258
UNICARE TREATMENT & PROCEDURE CARTS W/TRAY/ DIVIDERS & WASTE RECEPTICLE (2)	B	2009	4,972	10	2019	746	497	1243
CABINETS 36X78(5)	5	2009	1,479	10	2019	222	148	370
CALCULATORS - (3) Casio, Victor, Canon Portable Desktop	P	2009	35	5	2012	11	7	18
JOERNS BED CONTROLS (4)	Q	2009	168	5	2014	51	34	85
20QT WASTE RECEPTACLES (5)	B	2009	275	10	2019	42	28	70
FINGER PULSE OXIMETERS(2)	B	2009	638	10	2019	96	64	160
FILAC THERMOMETERS(2)	C	2009	400	5	2014	120	80	200
FILAC THERMOMETERS(2)	C	2009	400	5	2014	120	80	200

MAJOR MOVEABLE 2002 THRU 2011								
ASSET	DEPT	YEAR	COST	DEP LIFE	EXPIRAT'N DATE	2010 ACC DEP	2011 DEP EXP	2011 ACC DEP
PULMO-AIDS (5)	C	2009	381	8	2017	72	48	120
BED CONTROLS & PARTS (3)	Q	2009	177	5	2014	53	35	88
DELUXE PILL CRUSHER	B	2009	116	5	2014	35	23	58
DINEX TRAY DELIVERY CARTS (10)	P	2009	10,039	10	2019	1506	1004	2510
MID BACK TASK CHAIRS (2)	B	2009	294	15	2024	30	20	50
DROP ARM COMMODE	B	2009	253	10	2019	38	25	63
CHAIRMATE SENSORS(30)	B	2009	1,524	5	2014	457	305	762
6N SOFTWARE LICENSE	X	2009	4,428	3	2012	2214	1476	3690
NOTEBOOK LAPTOPS (14)	B	2009	24,813	3	2012	12407	8271	20678
JOERNS BED CONTROL	Q	2009	168	5	2014	51	34	85
6N SOFTWARE LICENSE & IMPLEMENTATION	X	2009	6,703	3	2012	3351	2234	5585
METAL PILL CRUSHER (2)	B	2009	116	10	2019	18	12	30
FINGER PULSE OXIMETER (2)	B	2009	646	10	2019	97	65	162
FINGER PULSE OXIMETER (2)	B	2009	638	10	2019	96	64	160
JOERNS BED CONTROLS & (4)	B	2009	235	5	2014	70	47	117
OXYGEN TANK HOLDERS	B	2009	100	5	2014	30	20	50
OXYGEN TANK HOLDERS (4)	B	2009	192	5	2014	57	38	95
REWINDER VHS TAPE	5	2009	30	5	2014	9	6	15
TOSHIBA DVD/VCR RECORDER	5	2009	192	5	2014	57	38	95
E-Z SEAT BELT ALARMS (6)	B	2009	484	5	2014	145	97	242
JOERNS BED CONTROLS(3)	B	2009	126	5	2014	38	25	63
SAMSUNG CAMERA & SPEECH PROC W/SPKR	Q	2009	423	5	2014	127	85	212
MOTION DETECTOR ALARMS(3)	B	2009	370	10	2019	56	37	93
SHELVES	Q	2009	284	10	2019	42	28	70
OXYGEN TANK HOLDERS (3)	B	2009	154	5	2014	46	31	77
NOTEBOOK LAPTOPS (2)	B	2009	249	3	2012	125	83	208
ERGOTRON TOUCH SCREEN EMR COMPUTER(2)	B	2009	3,395	3	2012	1698	1132	2830
(10) CHAIR CHECK MONITORS	B	2009	1,459	5	2014	438	292	730
SENTRA WHEELCHAIR 22" WIDE (1)	H	2009	326	5	2014	98	65	163
STACK CHAIRS W/ARMS (50)	T	2009	2,898	15	2024	290	193	483
32" TOSHIBA LCD TV SER# 941143C84629K1	Y	2009	890	5	2014	267	178	445
DISH MACHINE REPAIRS-REPLACE 7 FLOATS	P	2009	3,165	10	2019	475	317	792
(7) CAFÉ TABLES	Q	2009	350	15	2024	35	23	58
JOERNS BED CONTROL (1)	B	2009	84	5	2014	25	17	42
E-Z CALL WITH 1/4 PHONE PLUG	Q	2009	221	5	2014	66	44	110
(3) KEYPADS FOR DOOR ACCESS LOCKS	Q	2009	236	5	2014	71	47	118
CHAIRMATE SENSORS (30)	B	2009	1,530	5	2014	459	306	765
CHAIR ALARMS (10)	B	2009	999	5	2014	300	200	500
TOTAL 2009			109,983			32,847	21,898	54,745
CUMULATIVE THRU 2009			928,188			578,416	91,488	668,147
CALCULATOR SHARP	P	2010	37	5	2015	4	7	11
OXYGEN TANK HOLDERS (4)	B	2010	192	5	2015	19	38	57
CHAIR OFFICE-DARK GREY	X	2010	112	15	2025	4	7	11
BED CONTROLS (4)	B	2010	168	5	2015	17	34	51

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
PICKUP TRUCK	V	2010	25,253	4	2014	3157	6313	9470
FILE LATERAL	Y	2010	630	15	2025	21	42	63
CHAIR MATE SENSORS (60)	B	2010	3,057	5	2015	306	611	917
CHAIR ALARMS (10)	B	2010	1,009	5	2015	101	202	303
OXYGEN TANK HOLDERS (10)	B	2010	218	5	2015	22	44	66
CHAIR BIG & TALL	X	2010	220	15	2025	7	15	22
TASK CHAIR	X	2010	80	15	2025	3	5	8
BELT ALARMS(6)	B	2010	484	5	2015	48	97	145
REFURBISH DISH MACHINE	P	2010	2,110	10	2020	106	211	317
BED CONTROLS (4)	B	2010	168	5	2015	17	34	51
TOOLS VARIOUS	Q	2010	312	5	2015	31	62	93
BEDS - EASY CARE LAMINATED PANELS(3)	T	2010	4,067	15	2025	136	271	407
FILE CABINET FOUR DRAWER(2)	X	2010	426	15	2025	14	28	42
SOFTWARE PHARMACY 6N	X	2010	24,500	6	2016	2042	4083	6125
COPY MACHINE IKON SERIAL 37171 SW	X	2010	5,200	5	2015	520	1040	1560
FAX MACHINE BROTHER INTELLIFAX 4100E	X	2010	269	3	2013	45	90	135
COPY MACHINE IKON SERIAL 37171 FISCAL BACK	X	2010	5,200	5	2015	520	1040	1560
COPY MACHINE IKON SEROA; 3718568	Y	2010	9,732	5	2015	973	1946	2919
CHAIR EXECUTIVE	B	2010	145	15	2025	5	10	15
TABLE BANQUET	Q	2010	50	10	2020	2	5	7
COMPUTER SYSTEM 6 N	X	2010	55,358	6	2016	4613	9226	13839
PULSE OXIMETER(2)	B	2010	638	10	2020	32	64	96
BED CONTROLS (6)	B	2010	294	5	2015	29	59	88
BED ALARM PENDANT	B	2010	105	5	2015	10	21	31
BOLT CUTTER	Q	2010	123	10	2020	6	12	18
BED CHECK VR MONITOR (6)	B	2010	1,281	10	2020	64	128	192
PULSE OXIMETER(2)	B	2010	647	10	2020	32	65	97
BED CONTROLS (2)	B	2010	75	5	2015	8	15	23
COMMODOE HEAVY DUTY	B	2010	219	10	2020	11	22	33
BELT ALARMS(5)	B	2010	422	5	2015	42	84	126
WHEELCHAIR 24"	H	2010	356	5	2015	36	71	107
STEAMER REFURBISH	P	2010	1,578	10	2020	79	158	237
FLOOR MACHINE REFURBISH	T	2010	1,054	5	2015	105	211	316
DOLLY FOR STACK CHAIRS	Q	2010	191	10	2020	10	19	29
BED CONTROLS(6)	B	2010	252	5	2015	25	50	75
CALL ALARM PADS W/ADAPTORS & CONTROLS(4)	B	2010	221	5	2015	22	44	66
BELT ALARMS (5)	B	2010	422	5	2015	42	84	126
CHAIR POSITIONAL BRODA	H	2010	489	15	2025	16	33	49
HOYER LIFT ADAPTERS(2)	B	2010	217	15	2025	7	14	21
FAN BOX (4)	Q	2010	68	10	2020	3	7	10
TOOL BOX(7)	Q	2010	68	10	2020	3	7	10
TABLE BANQUET (5)	Q	2010	220	10	2020	11	22	33
MICROWAVE	Q	2010	55	5	2015	5	11	16
MOWER	S	2010	399	10	2020	20	40	60
BED W MATTRESS BARIATRIC	B	2010	3,374	12	2022	141	281	422

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
CONTAINERS MEDICAL WASTE	T	2010	747	10	2020	37	75	112
TELEPHONE w speaker	Y	2010	65	5	2015	6	13	19
COMMODE	Q	2010	453	10	2020	23	45	68
AIR CONDITIONERS WINDOW(4)	Q	2010	1,063	5	2015	106	213	319
NURSE CALL (2)	B	2010	111	5	2015	11	22	33
COMMODE	Q	2010	453	10	2020	23	45	68
BEDS ADJUSTABLE HEIGHT LOW (7)	T	2010	4,412	12	2022	184	368	552
PULSE OXIMETER(2)	B	2010	647	10	2020	32	65	97
ERGOMETER	G	2010	3,805	10	2020	190	380	570
TV SATELITTE RECEIVER	X	2010	165	5	2015	17	33	50
PHONE CORDLESS WITH ANSWERING SYSTEM	Y	2010	59	5	2015	6	12	18
VACCUM 16GAL	Q	2010	119	8	2018	7	15	22
VACCUM 5GAL	Q	2010	70	8	2018	4	9	13
REFRIGERATOR FOR OT	H	2010	399	10	2020	20	40	60
STORAGE CART DOME	P	2010	2,150	10	2020	108	215	323
BED ELECTRIC BARIATRIC WITH RAIL	T	2010	925	12	2022	39	77	116
RECLINER QUEEN 20" WIDTH	H	2010	1,690	10	2020	84	169	253
RECLINER KING 20" WIDTH	H	2010	1,534	10	2020	77	153	230
RECLINER KING 22" WIDTH	H	2010	1,634	10	2020	82	163	245
SEAT ALARMS (5)	B	2010	422	5	2015	42	84	126
UTILITY CART	P	2010	189	10	2020	9	19	28
HEAT SEAL MACHINE	U	2010	1,320	10	2020	66	132	198
MICROWAVE for cafeteria	Q	2010	90	5	2015	9	18	27
CHAIR ALARMS (15)	B	2010	1,474	5	2015	147	295	442
TOOL leak detector	Q	2010	148	5	2015	15	30	45
TILT TRUCK	T	2010	653	10	2020	33	65	98
DENTAL TOOLS	F	2010	336	8	2018	21	42	63
BED CHECK VR MONITOR (9)	B	2010	2,304	10	2020	115	230	345
BED CONTROL (1)	B	2010	126	5	2015	13	25	38
SECURITY CAMERA (2)	V	2010	113	5	2015	11	23	34
PHONE CORDLESS (8)	Q	2010	266	5	2015	27	53	80
TWO WAY RADIOS (2)	Q	2010	520	5	2015	52	104	156
CALCULATOR	X	2010	90	5	2015	9	18	27
DIAGNOSTIC SET W/ HANDLE	B	2010	537	5	2015	54	107	161
HEATED WAX BASE DISPENSER	P	2010	4,494	10	2020	225	449	674
TV SATELITTE RECEIVER	Q	2010	260	5	2015	26	52	78
HEADSET FOR TELEPHONE	X	2010	115	5	2015	12	23	35
TABLES BANQUET (2)	Q	2010	90	10	2020	4	9	13
CALCULATOR	X	2010	90	5	2015	9	18	27
DIAGNOSTIC SET W/ HANDLE	B	2010	537	5	2015	54	107	161
VOLTAGE TESTER	Q	2010	81	10	2020	4	8	12
ROTARY TOOL	Q	2010	75	10	2020	4	7	11
EXECUTIVE CHAIR(3)	B	2010	434	15	2025	14	29	43
FILES LATERAL 42" WIDE (2)	B	2010	1,292	15	2025	43	86	129
REFRIGERATOR FOR M. KELLY OFFICE	B	2010	139	10	2020	7	14	21

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
	-	-						
TOTAL 2010			188,454			15,573	31,142	46,715
CUMULATIVE THRU 2010			1,116,642			593,989	122,630	714,862
FINGER PULSE OXIMETER	B	2011	631	10	2021		32	32
DESK WITH PEDESTAL AND RETURN	X	2011	659	20	2031		16	16
DISPENSER HEATED BASE UNDERLINER	P	2011	4,355	10	2021		218	218
TABLE, CABINET AND MAIL SORTERS	D	2011	716	15	2026		24	24
BED CONTROLS (4)	B	2011	168	5	2016		17	17
OVERBED TABLES (5)	B	2011	372	15	2026		12	12
INVACARE WHEEL CHAIR 18"	H	2011	687	5	2016		69	69
OXYGEN TANK HOLDER	Q	2011	314	5	2016		31	31
DOOR ALARMS (3)	B	2011	158	5	2016		16	16
BED CONTROLS (10)	B	2011	420	5	2016		42	42
CHAIR ALARMS(15)	B	2011	1,448	5	2016		145	145
DRILL DRIVER KIT	Q	2011	120	10	2021		6	6
TREATMENT CART	B	2011	2,582	10	2021		129	129
VALANCES (9)	T	2011	563	5	2016		56	56
RECLINER BARIATRIC	H	2011	961	10	2021		48	48
BEDS ELECTRIC(6)	T	2011	7,165	12	2023		299	299
PILL CRUSHER(2)	B	2011	132	10	2021		7	7
FAN	Q	2011	51	10	2021		3	3
TOOL CIRCUIT TRACER	Q	2011	489	10	2021		24	24
CHAIRS OFFICE EXECUTIVE(3)	B	2011	434	15	2026		14	14
CHAIR ALARMS(5)	B	2011	540	5	2016		54	54
BED CHECK VR MONITOR (6)	B	2011	1,287	5	2016		129	129
CHAIR ALARMS (5)	B	2011	430	5	2016		43	43
CHAIR ALARMS(15)	B	2011	1,448	5	2016		145	145
BED CONTROLS (4)	B	2011	168	5	2016		17	17
FANS WALL(4)	B	2011	205	10	2021		10	10
FANS TABLE (3)	B	2011	69	10	2021		3	3
TREATMENT CART	B	2011	2,582	10	2021		129	129
SHOWER TROLLEY	B	2011	3,268	10	2021		163	163
BED PAN WASHER	B	2011	208	10	2021		10	10
AIR PURIFER ROOM	B	2011	120	10	2021		6	6
SPEAKERS FOR HOME THEATER	Q	2011	200	5	2016		20	20
BED ALARMS(3)	B	2011	90	5	2016		9	9
ALARM MOTION DETECTOR(3)	B	2011	142	5	2016		14	14
BEDS(LOW) WITH SIDE RAILS(2) ELECTRIC	T	2011	3,086	12	2023		129	129
MAIL BOX SORTER	F	2011	145	20	2031		4	4
LAPTOP COMPUTER WITH SOFTWARE(3)	X	2011	2,524	3	2014		421	421
CHAIRMATE SENSORS(30)	B	2011	1,564	5	2016		156	156
COFFEE URN	P	2011	2,003	5	2016		200	200
EYEWASH STATION	B	2011	304	20	2031		8	8
FANS TABLE(4)	Q	2011	92	10	2021		5	5

MAJOR MOVEABLE 2002 THRU 2011				DEP	EXPIRAT'N	2010	2011	2011
ASSET	DEPT	YEAR	COST	LIFE	DATE	ACC DEP	DEP EXP	ACC DEP
CHAIR OFFICE	B	2011	145	15	2026		5	5
CHAIR OFFICE (2)	B	2011	289	15	2026		10	10
FILE CABINET FOUR DRAWER	X	2011	452	15	2026		15	15
NURSE CALL VISUAL (4)	B	2011	445	5	2016		45	45
BED CONTROLS(7)	B	2011	294	5	2016		29	29
STAFF STATION CALL CONTROLS	B	2011	260	5	2016		26	26
FINGER PULSE OXIMETER(2)	B	2011	631	10	2021		32	32
SUCTION MACHINES(4)	B	2011	1,748	10	2021		87	87
REFRIGERATOR TURBO AIR	P	2011	1,644	10	2021		82	82
OFFICE PRO SOFTWARE (4)	X	2011	975	3	2014		162	162
REFRIGERATOR NURSES LOUNGE C1	B	2011	384	10	2021		19	19
BEDS (LOW) WITH SIDE RAILS (3) ELECTRIC	T	2011	4,559	12	2023		190	190
FILE CABINET FOUR DRAWER VERTICAL	B	2011	218	15	2026		7	7
FILE CABINET FOUR DRAWER	X	2011	226	15	2026		8	8
DENTAL AIR COMPRESSOR	F	2011	4,237	15	2026		141	141
SECURITY MONITOR AND CAMERAS	Q	2011	791	5	2016		79	79
BED BARIATRIC FULL ELECTRIC BED	T	2011	1,500	12	2023		63	63
STORAGE FRAME FOR BED	T	2011	45	12	2023		2	2
CHAIRMAATE SENSORS(30)	B	2011	1,564	5	2016		156	156
CHAIR ALARMS(10)	B	2011	969	5	2016		97	97
BED CONTROLS (4)	B	2011	163	5	2016		16	16
SPEECH PROCESSORS(4)	B	2011	475	5	2016		47	47
SHELVING UNITS(4)	X	2011	468	20	2031		12	12
BED CHECK VR MONITOR (5)	B	2011	1,277	10	2021		64	64
SECURITY MONITOR AND CAMERA STAND	V	2011	105	5	2016		11	11
PILL CRUSHER(2)	B	2011	123	10	2021		6	6
BED CONTROLS (2)	B	2011	84	5	2016		8	8
COMMODE(2)	B	2011	509	10	2021		25	25
BED BARIATRIC FULL ELECTRIC BED	B	2011	2,500	12	2023		104	104
WHEELCHAIR, INVACARE	H	2011	795	5	2016		80	80
HOYER LIFT ADAPTERS(2)	B	2011	236	15	2026		8	8
PRINTER LASER JET	X	2011	439	5	2016		44	44
FILE LATERAL	X	2011	424	15	2026		14	14
ALARMS CHAIR(15)	B	2011	1,474	5	2016		147	147
CHAIRMAATE SENSORS(30)	B	2011	1,548	5	2016		155	155
MONITORS VR (6)	B	2011	648	10	2021		32	32
RECLINERS CHIPPENDALE 2 POSITION (4)	T	2011	2,855	10	2021		143	143
FINGERTIP PULSE OXIMETERS(2)	B	2011	501	10	2021		25	25
NURSE CALL DUAL STATION (4)	B	2011	454	5	2016		45	45
CHAIR ALARMS (15)	B	2011	1,454	5	2016		145	145
REFRIGERATOR 2.4CUFT FOR S-2 MED ROOM	B	2011	191	10	2021		10	10
TOTAL 2011			80,996				5,279	5,279
CUMULATIVE THRU 2011			1,197,638				127,909	720,141

EXHIBIT 2.5(a)

ESCROW AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement (“Agreement”) is dated as of the 30th day of November, 2012 and is by and between HARRIS BEACH PLLC, a New York Professional Limited Liability Company with offices at 99 Garnsey Road, Pittsford, New York 14534 (“Escrow Agent”), GOLDEN HILL LOCAL DEVELOPMENT CORPORATION, not-for-profit local development corporation duly organized and validly existing under the laws of the State, having an office for the transaction of business at 244 Fair Street, Kingston, New York 12402 (herein, the “Corporation” or “Seller”), GOLDEN HILL PLANNING CORPORATION, a New York corporation (the “Asset Purchaser”), and GOLDEN HILL ACQUISITION CORPORATION, a New York corporation (the “Real Property Purchaser” and collectively with the Asset Purchaser, the “Purchaser”) each with offices at 495 Pinehurst Court, Roslyn, New York 11576.

Seller and Purchaser have entered into a Purchase and Sale Agreement dated the date hereof concerning the Golden Hill Nursing Home Facility (the “Contract”). Under the Contract, it is contemplated that the Escrow Agent will hold the “Deposit” and the “Escrow Amount” under the terms and conditions hereafter set forth. Purchaser, Seller and Escrow Agent are sometimes herein referred to as a Party and together referred to as the “Parties”.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The Deposit. Escrow Agent agrees to receive and hold the Deposit and the Escrow Amount, in escrow and to dispose of and disburse the Deposit and Escrow in accordance with the Contract. The Escrow Agent may deposit the Deposit and Escrow in an account of a type and at a banking institution of Escrow Agent’s choice provided said account is interest bearing. Provided that Escrow Agent is given two (2) business days prior notice by Purchaser or Seller, Escrow Agent shall deliver the Deposit and or the Escrow Amount as provided for in the Contract. Notwithstanding Section 3 below, Escrow Agent may in its discretion rely on a verbal or e-mail notice under this Section.

2. Escrow Agent’s Rights.

(a) Escrow Agent shall be entitled to rely without inquiry of any nature or description upon the truth or accuracy of any notice or document received from Seller or Purchaser or their respective attorneys.

(b) Escrow Agent undertakes to perform only such duties as are expressly set forth to be performed by it hereunder.

(c) The Purchaser and Buyer acknowledge that Escrow Agent has been and will continue to be retained by the Seller and its affiliates as counsel in one or more transactions or legal matters including acting as transaction counsel under the Contract for Seller. If a dispute arises Harris Beach PLLC may continue to represent Seller and entities affiliated with the Seller.

(d) Purchaser and Seller acknowledge that Escrow Agent is serving in the capacity of an escrow agent hereunder without compensation for such service and solely as an accommodation to Purchaser and Seller. Purchaser and Seller agree that Escrow Agent shall not under any circumstances be liable to either Purchaser or Seller for any matter or thing arising out of this Agreement except for Escrow Agent's willful misconduct.

(e) Notwithstanding anything to the contrary herein, in the event (i) there shall be any disagreement between Purchaser and Seller with each other or between either or both of them with Escrow Agent regarding any matter which relates to the obligations of Escrow Agent hereunder or (ii) Escrow Agent shall be uncertain as to the meaning or applicability of any provision hereof or of any notice or instruction received by Escrow Agent, or any action to be taken or not taken by Escrow Agent hereunder, Escrow Agent shall at its option:

(i) retain all of the Deposit or Escrow Amount, as applicable, or portion thereof in dispute pending (A) a final judicial resolution of any such disagreement or uncertainty or (B) written agreement satisfactory to Escrow Agent by both Purchaser and Seller regarding the uncertainty or disagreement; or

(ii) Escrow Agent may commence an action of interpleader pursuant to New York State CPLR §1006, and may avail itself of the rights and remedies of a stakeholder under that statute. In the event Escrow Agent commences an action of interpleader, Purchaser and Seller shall be jointly and severally liable for Escrow Agent's costs including attorney's fees and disbursements, Escrow Agent shall have the right to deduct its costs, attorneys' fees, disbursements from the Deposit, and Purchaser and Seller hereby consent to an order of the Court awarding the same.

(f) Purchaser and Seller jointly and severally agree to indemnify and hold harmless Escrow Agent from and against any and all claims, liabilities, damages, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with this Agreement and any action or failure to act of Escrow Agent in connection therewith, other than Escrow Agent's willful misconduct.

(g) Upon delivery, payment or disbursement of the Deposit and Escrow Amount in accordance with the terms of this Agreement, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to or arising out of this Agreement.

3. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to the Parties shall be personally delivered, telecopied, or sent by mail, postage prepaid, or delivered by a recognized overnight or same day courier or delivery service and addressed to the intended recipient of such notice at the address or telecopy number for such Party set forth at the beginning of this Agreement. Any address or telecopy number for the sending of notice may be changed by a Party by sending a notice to that effect to all other Parties. All such notices, demands or requests shall be effective on personal delivery or, upon telecopy transmission if the transmission equipment generates an acknowledgment indicating receipt of the transmission, or if mailed, three (3) days following deposit in the mail as required by this Section.

4. Miscellaneous.

(a) This Agreement is the entire Agreement and understanding between the Parties with respect to its subject matter and all prior or contemporaneous discussions, negotiations or understandings, are superseded by and merged into this Agreement. The provisions of this Agreement are intended to be for the sole benefit of the Parties and their respective successors and assigns, and are not for the benefit of any third-party.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of New York exclusive of New York's conflict of laws, rules and public policies.

(c) EACH PARTY AS A MATERIAL INDUCEMENT TO EACH OTHER PARTY TO ENTER INTO THIS AGREEMENT, WAIVES TO THE FULLEST EXTENT PROVIDED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION WHERE THE ESCROW AGENT AND ANY OTHER PARTY(IES) ARE ADVERSE AND WHICH IN ANY WAY RELATES TO THIS AGREEMENT OR THE DEPOSIT.

(d) Any action related to this Agreement shall be commenced in the Supreme Court of the State of New York for the County of Ulster, each Party consents to the exclusive jurisdiction of that Court and each Party hereto agrees that such Court is a convenient forum.

(e) This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties have signed the same document and all counterparts shall constitute one Agreement. Signatures received by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

ESCROW AGENT

HARRIS BEACH PLLC

By: 
Shawn M. Griffin, Partner

SELLER:

**GOLDEN HILL LOCAL
DEVELOPMENT CORPORATION**

By: _____
Name:
Title:

ASSET PURCHASER:

**GOLDEN HILL PLANNING
CORPORATION**

By: _____
Name:
Title:

**REAL PROPERTY PURCHASER:
GOLDEN HILL ACQUISITION
CORPORATION**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

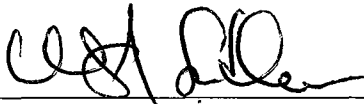
ESCROW AGENT

HARRIS BEACH PLLC

By: _____
Shawn M. Griffin, Partner

SELLER:

**GOLDEN HILL LOCAL
DEVELOPMENT CORPORATION**

By: 
Name: _____
Title: President/CEO

ASSET PURCHASER:

**GOLDEN HILL PLANNING
CORPORATION**

By: _____
Name: _____
Title: _____

**REAL PROPERTY PURCHASER:
GOLDEN HILL ACQUISITION
CORPORATION**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

ESCROW AGENT

HARRIS BEACH PLLC

By: _____
Shawn M. Griffin, Partner

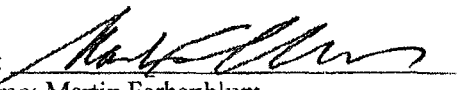
SELLER:

**GOLDEN HILL LOCAL
DEVELOPMENT CORPORATION**

By: _____
Name:
Title:

ASSET PURCHASER:

**GOLDEN HILL PLANNING
CORPORATION**

By: 
Name: Martin Farbenblum
Title: President

REAL PROPERTY PURCHASER:

**GOLDEN HILL ACQUISITION
CORPORATION**

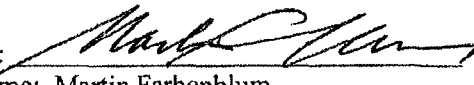
By: 
Name: Martin Farbenblum
Title: President

EXHIBIT C

ALLOCATION OF PURCHASE PRICE

Land and Improvements:	\$11,000,000.00
Fixtures, Machinery and Equipment:	\$250,000.00

EXHIBIT 2.1

AMENDMENTS TO LEASE AGREEMENT and LEASEBACK AGREEMENT

Amendments to Lease Agreement

1. Term: 99 years (remove 4 year termination).

2. Rent: Basic Rent of \$1.00 per annum. No additional rent payable to County. Corporation and its successors to pay all costs and expenses in connection with the maintenance, repair, improvement and operation of the Facility and the Facility Real Property.

3. Purchase Option: As provided in Section 7 of the existing Lease Agreement, but without the conditions precedent specified in clauses (i), (ii), (iii) and (v) of Section 7(a).

4. Assignment and Subletting: Corporation and its successors and assigns may assign its interest in the Lease Agreement, sublet portions of the Facility Real Property (subject to the terms of the Leaseback Agreement) and mortgage its leasehold estate without consent of the County.

5. Insurance: Corporation and its successors and assigns is obligated to maintain commercial general liability insurance and fire and extended coverage insurance, with Corporation and its successors and assigns as additional insured or loss payee.

6. Alterations: During such time as the Purchase and Sale Agreement between the Corporation, Asset Purchaser and Real Property Purchaser shall be effective, County may not make alterations to existing improvements and/or construct additional improvements on the Facility Real Property without Corporation and its successors and assign's consent.

7. Operation of Facility: Corporation and its successors and assigns shall comply with all applicable laws, ordinances, rules, regulations and directives of governmental authorities having jurisdiction. Corporation and its successors and assigns shall cause the Facility Realty to be maintained in good condition (ordinary wear and tear excepted).

8. Damage and Destruction: In the event any portion of the Facility Realty is damaged or destroyed, Corporation and its successors and assigns shall repair or restore. Notwithstanding the foregoing, in the event that the cost of restoration exceeds 50% of the replacement cost, Corporation and its successors and assigns may terminate the

Lease Agreement.

9. Condemnation: In the event of a taking of all or a material portion of the Facility Realty, Corporation and its successors and assigns may terminate the Lease Agreement. Otherwise, Corporation and its successors and assigns shall restore the portion of the Facility Realty not taken to a complete structure suitable for the operation of a nursing home.
10. Leasehold Mortgages: Corporation and its successors and assigns may mortgage its leasehold estate under the Lease Agreement without the consent of the County. At the request of Corporation and its successors and assigns, County will subject its fee interest in the Facility Realty to the lien of any such mortgage granted by Corporation and its successors and assigns. Lease Agreement shall include other typical leasehold mortgage protective provisions.
11. Other Terms: Such other terms and conditions as requested by Corporation and its successors and assigns, and parties under contract to acquire the Facility and/or its lenders.

Amendments to Leaseback Agreement

1. Term: At least three (3) years longer than the term of the initial leasehold mortgage granted by Corporation and its successors and assigns encumbering its leasehold estate under the Lease Agreement (the "Initial Leasehold Mortgage").
2. Rent: The sum of (a) an amount sufficient to pay all debt service payments and other amounts payable by Corporation and its successors and assigns under the financing secured by the Initial Leasehold Mortgage plus, (b) all taxes, insurance premiums and all other expenses of maintaining and operating the Facility Realty as a nursing home. County shall also pay all costs and expenses in connection with the maintenance, repair, improvement and operation of the Facility Real Property, including, without limitation, all such costs and expenses payable by Corporation and its successors and assigns under the Lease Agreement.
3. Assignment and Subletting: During such time as the Purchase and Sale Agreement between the Corporation, Asset Purchaser and Real Property Purchaser shall be effective, , County shall not assign its interest under the

Leaseback Agreement or sublet any portion of the Facility Realty without Corporation and its successors and assign's consent.

4. Alterations: During such time as the Purchase and Sale Agreement between the Corporation, Asset Purchaser and Real Property Purchaser shall be effective, County shall not make alterations to existing improvements and/or construct additional improvements on the Facility Real Property without Corporation and its successors and assign's consent.
5. Operating Covenant: County shall operate a licensed nursing home on the Facility Realty in accordance with its operating license and in compliance with all applicable laws, ordinances, rules, regulations and directives of all governmental authorities having jurisdiction. County shall, at County's sole cost and expense, shall observe all its obligations under the Lease Agreement pertaining to the maintenance, repair, insurance and operation of the Facility and compliance with law, all of which shall be incorporated into the Leaseback Agreement as covenants and obligations of County .
6. Damage and Destruction/Condemnation: In the event any portion of the Facility Realty is damaged or destroyed, or taken by condemnation, the applicable provisions of the Lease Agreement shall govern.
7. Subordination:
 - (a) The Leaseback Agreement is unconditionally subject and subordinate to lien of any leasehold mortgage granted by Corporation and its successors and assigns encumbering its leasehold estate under the Lease Agreement.
 - (b) The rights and obligations of County and Corporation and its successors and assigns under the Leaseback Agreement are subject and subordinate in all respects to the respective rights and obligations of Corporation and its successors and assigns and under the Lease Agreement.
8. Indemnification County shall agree to indemnify Corporation and its successors and assigns pursuant to the same terms set forth in Section 6.9 of the Purchase Agreement.
9. Other Terms: Such other terms and conditions as requested by Corporation and its successors and assigns and/or parties under contract to acquire the Facility and/or its lenders. All references to the Corporation in this Exhibit shall mean the Purchaser after the Purchaser acquires the interests of the Corporation on the Pre-CON Closing Date.

EXHIBIT 2.16(xiv)

Seller's Legal Opinion

1. The Corporation is a New York Local Development Corporation validly existing and in good standing under the laws of the State of New York.

2. The Corporation has the power and lawful authority to execute and deliver the Purchase and Sale Agreement and [the Deed or assignment] and transfer agreements ("Corporation Documents"); and the Corporation Documents have each been duly authorized, executed and delivered on behalf of the Corporation and are each valid and enforceable obligations of the Corporation in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditor's rights generally, and subject to usual principals of equity.

3. Neither the execution nor the delivery of any of the Corporation Documents, nor the consummation of the transactions on the part of the Corporation therein contemplated, nor compliance with the terms, conditions or provisions thereof, contravenes the Corporation's Certificate of Incorporation or Bylaws, nor contravenes any provision of applicable law or regulations or any order, decree, writ or injunction or requires consent under, or will result in a material breach of nor constitute (with due notice and/or lapse of time) default under any credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Corporation is a party or by which the Corporation may be bound or affected.

4. To the best of our knowledge after due inquiry, there is no litigation pending or threatened in any court, either state or federal, which calls into question the creation, organization or existence of the Corporation, the validity of any of the Corporation Documents, the authority of the Corporation to make or perform any of the Corporation Documents or which can reasonably be expected to have a material adverse effect on the condition (financial or otherwise) of the Corporation, nor is the Corporation in default with respect to any order of any court, governmental authority, or arbitration board or tribunal.