

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**RECEIVED**

SEP 20 2019

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

HEALTH FACILITIES &
SERVICES REVIEW BOARD**Facility/Project Identification**

Facility Name: Fresenius Medical Care Monmouth, LLC d/b/a Fresenius Medical Care Maple City			
Street Address: 1225 N. Main Street			
City and Zip Code: Monmouth 61462			
County: Warren	Health Service Area: 2	Health Planning Area:	

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Fresenius Medical Care Monmouth, LLC
Street Address: 920 Winter Street
City and Zip Code: Waltham, MA 02451
Name of Registered Agent: CT Corporation Systems
Registered Agent Street Address: 208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, IL 60604
Name of Chief Executive Officer: Bill Valle
CEO Street Address: 920 Winter Street
CEO City and Zip Code: Waltham, MA 02451
CEO Telephone Number: 800-662-1237

Type of Ownership of Applicants

☐ Non-profit Corporation	☐ Partnership	
☐ For-profit Corporation	☐ Governmental	
☒ Limited Liability Company	☐ Sole Proprietorship	☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**Co-Applicant(s)** [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Fresenius Medical Care Holdings, Inc.
Street Address: 920 Winter Street
City and Zip Code: Waltham, MA 02451
Name of Registered Agent: CT Systems
Registered Agent Street Address: 208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, IL 60604
Name of Chief Executive Officer: Bill Valle
CEO Street Address: 920 Winter Street
CEO City and Zip Code: Waltham, MA 02451
CEO Telephone Number: 800-662-1237

Type of Ownership of Co-Applicants

☐ Non-profit Corporation	☐ Partnership	
☒ For-profit Corporation	☐ Governmental	
☐ Limited Liability Company	☐ Sole Proprietorship	☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Lori Wright
Title: Senior CON Specialist
Company Name: Fresenius Medical Care - North America
Address: 3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number: 630-960-6807
E-mail Address: lori.wright@fmc-na.com
Fax Number: 630-960-6812

Additional Contact [Person who is also authorized to discuss the application for exemption]

Name: Richard Alderson
Title: Regional Vice President
Company Name: Fresenius Medical Care – North America
Address: 190 Midsummer Drive, Frederick, MD 21702
Telephone Number: 314-560-1934
E-mail Address: richard.alderon@fmc-na.com
Fax Number: None

Post Exemption Contact

[Person to receive all correspondence subsequent to exemption issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**]

Name: Lori Wright
Title: Senior CON Specialist
Company Name: Fresenius Medical Care - North America
Address: 3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number: 630-960-6807
E-mail Address: lori.wright@fmc-na.com
Fax Number: 630-960-6812

Site Ownership

[Provide this]

Exact Legal Name of Site Owner: Pekin 1.0 LLC

Address of Site Owner: 10531 Timberwood Circle, Suite D, Louisville, KY 40223

Street Address or Legal Description of the Site: 1225 N. Main Street, Monmouth, IL 61462

Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.

APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Fresenius Medical Care Monmouth, LLC d/b/a Fresenius Medical Care Maple City

Address: 920 Winter Street, Waltham, MA 02451

- | | | |
|---|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☒ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements[Refer to application instructions.] **NOT APPLICABLE – DISCONTINUATION ONLY**

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements[Refer to application instructions.] **NOT APPLICABLE – DISCONTINUATION ONLY**

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT**1. Project Classification**

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification:

☒ Substantive☐ Non-substantive

2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms, NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Fresenius Medical Care Monmouth, LLC plans to discontinue its 9-station ESRD facility, Fresenius Medical Care Maple City, located at 1225 N. Main Street, Monmouth. Monmouth is in Warren County and in HSA 2.

There is an excess of 8 stations in HSA 2.

This project is considered substantive under 77 Ill. Adm. Code 1110.20(c)(1)(B)(ii) as it entails the discontinuation of a health care facility.

Project Costs and Sources of Funds NOT APPLICABLE – THERE ARE NO COSTS

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	N/A	N/A	N/A
Site Survey and Soil Investigation	N/A	N/A	N/A
Site Preparation	N/A	N/A	N/A
Off Site Work	N/A	N/A	N/A
New Construction Contracts	N/A	N/A	N/A
Modernization Contracts	N/A	N/A	N/A
Contingencies	N/A	N/A	N/A
Architectural/Engineering Fees	N/A	N/A	N/A
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	N/A	N/A	N/A
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	N/A	N/A	N/A
Other Costs To Be Capitalized	N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)	N/A	N/A	N/A
TOTAL USES OF FUNDS	N/A	N/A	N/A
SOURCE OF FUNDS	CLINICAL	NON-CLINICAL	TOTAL
Cash and Securities	N/A	N/A	N/A
Pledges	N/A	N/A	N/A
Gifts and Bequests	N/A	N/A	N/A
Bond Issues (project related)	N/A	N/A	N/A
Mortgages	N/A	N/A	N/A
Leases (fair market value)	N/A	N/A	N/A
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
TOTAL SOURCES OF FUNDS	N/A	N/A	N/A
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs NOT APPLICABLE – DISCONTINUATION ONLY

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project ☐ Yes ☐ No Purchase Price: \$ _____ Fair Market Value: \$ _____
The project involves the establishment of a new facility or a new category of service ☐ Yes ☐ No If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100. Estimated start-up costs and operating deficit cost is \$ _____

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

- ☒ None or not applicable
 ☐ Preliminary
☐ Schematics
 ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): 10/31/2019

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): **NOT APPLICABLE – THERE ARE NO COSTS**

- ☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies
☐ Financial Commitment will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:

- ☐ Cancer Registry
☐ APORS
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements NOT APPLICABLE – DISCONTINUATION ONLY

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis							
Total Clinical							
NON REVIEWABLE							
Total Non-clinical							
TOTAL							

Facility Bed Capacity and Utilization NOT APPLICABLE - ESRD FACILITY

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. **Include observation days in the patient day totals for each bed service.** Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:					
		From:		to:	
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
TOTALS:					

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Fresenius Medical Care Monmouth, LLC *
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

[Signature]
SIGNATURE

Man Mello
PRINTED NAME
Assistant Treasurer

PRINTED TITLE

[Signature]
SIGNATURE

Dorothy Rizzo
PRINTED NAME
Assistant Treasurer

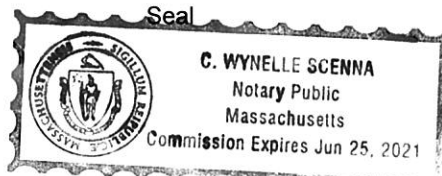
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Notarization:
Subscribed and sworn to before me
this 18 day of Sept 2019

C Wynelle Scenna
Signature of Notary

Seal



*Insert the EXACT legal name of the applicant

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Fresenius Medical Holdings, Inc. *
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.


SIGNATURE

PRINTED NAME Bryan Mello
Assistant Treasurer

PRINTED TITLE _____

Notarization:
Subscribed and sworn to before me
this _____ day of _____


SIGNATURE

PRINTED NAME Dorothy Rizzo
Assistant Treasurer

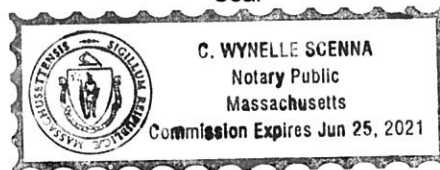
PRINTED TITLE _____

Notarization:
Subscribed and sworn to before me
this 18 day of Sept 2019


Signature of Notary

Seal

Seal



*Insert the EXACT legal name of the applicant

SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility, relocation of a health care facility, or discontinuation of more than one category of service in a 6-month period. **NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.290 – Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

IMPACT ON ACCESS

1. Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the planning area.

APPEND DOCUMENTATION AS ATTACHMENT 10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
 - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
 - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction and submit any police or court records regarding any matters disclosed.
 - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
 - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
 - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.110(b) & (d)**PURPOSE OF PROJECT NOT APPLICABLE – DISCONTINUATION ONLY**

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate**.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES NOT APPLICABLE – DISCONTINUATION ONLY

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
 - 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT 13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**NOT APPLICABLE – DISCONTINUATION ONLY****Criterion 1110.120 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative and it shall include the basis used for determining the space and the methodology applied.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT 14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. **A narrative of the rationale that supports the projections must be provided.**

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT 15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

UNFINISHED OR SHELL SPACE: NOT APPLICABLE – DISCONTINUATION ONLY

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function.
3. Evidence that the shell space is being constructed due to:
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data is available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES: NOT APPLICABLE – DISCONTINUATION ONLY

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION V. SERVICE SPECIFIC REVIEW CRITERIA**F. Criterion 1110.230 - In-Center Hemodialysis NOT APPLICABLE – DISCONTINUATION ONLY**

1. Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

☒ In-Center Hemodialysis	0	0

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.230(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.230(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.230(b)(5) - Planning Area Need - Service Accessibility	X		
1110.230(c)(1) - Unnecessary Duplication of Services	X		
1110.230(c)(2) - Maldistribution	X		
1110.230(c)(3) - Impact of Project on Other Area Providers	X		
1110.230(d)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.230(e) - Staffing	X	X	
1110.230(f) - Support Services	X	X	X
1110.230(g) - Minimum Number of Stations	X		
1110.230(h) - Continuity of Care	X		
1110.230(i) - Relocation (if applicable)	X		
1110.230(j) - Assurances	X	X	
APPEND DOCUMENTATION AS <u>ATTACHMENT 23</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 – "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.230(i) - Relocation of an in-center hemodialysis facility.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18-month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

VI. 1120.120 - AVAILABILITY OF FUNDS NOT APPLICABLE – DISCONTINUATION ONLY

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable [Indicate the dollar amount to be provided from the following sources]:

_____	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
_____	d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including: 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; 5) For any option to lease, a copy of the option, including all terms and conditions.

_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
TOTAL FUNDS AVAILABLE	
APPEND DOCUMENTATION AS ATTACHMENT 33, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION VII. 1120.130 - FINANCIAL VIABILITY NOT APPLICABLE – DISCONTINUATION ONLY

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
4. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII.1120.140 - ECONOMIC FEASIBILITY

This section is applicable to all projects subject to Part 1120.

NOT APPLICABLE – DISCONTINUATION ONLY

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD									
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
2. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 37.

CHARITY CARE (Self-Pay)			
Charity (# of patients)(Self-Pay)	2016	2017	2018
(Out-patient only)	233	280	294
Total Charity (cost in dollars)	\$3,269,127	\$4,598,897	\$5,295,686
MEDICAID			
Medicaid (# of patients)	2016	2017	2018
(Out-patient Only)	396	320	328
Medicaid (revenue)	\$7,310,484	\$4,383,383	\$6,630,014

* As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance however, in 2018 of our commercial patients we had 977 Medicaid Risk patients with Revenues of \$30,748,374.

SECTION X. CHARITY CARE INFORMATION

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 39.

CHARITY CARE			
	2016	2017	2018
Net Patient Revenue	\$450,657,245	\$461,658,707	\$436,811,409
Amount of Charity Care (self-pay charges)	\$3,269,127	\$4,598,897	\$5,295,686
Cost of Charity Care (Self-Pay)	\$3,269,127	\$4,598,897	\$5,295,686

*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

APPEND DOCUMENTATION AS **ATTACHMENT 38**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	27-29
2	Site Ownership	30-115
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	116
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	117
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	
8	Financial Commitment Document if required	118
9	Cost Space Requirements	
10	Discontinuation	119-122
11	Background of the Applicant	123-127
12	Purpose of the Project	
13	Alternatives to the Project	
14	Size of the Project	
15	Project Service Utilization	
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
	Service Specific:	
18	Medical Surgical Pediatrics, Obstetrics, ICU	
19	Comprehensive Physical Rehabilitation	
20	Acute Mental Illness	
21	Open Heart Surgery	
22	Cardiac Catheterization	
23	In-Center Hemodialysis	
24	Non-Hospital Based Ambulatory Surgery	
25	Selected Organ Transplantation	
26	Kidney Transplantation	
27	Subacute Care Hospital Model	
28	Community-Based Residential Rehabilitation Center	
29	Long Term Acute Care Hospital	
30	Clinical Service Areas Other than Categories of Service	
31	Freestanding Emergency Center Medical Services	
32	Birth Center	
	Financial and Economic Feasibility:	
33	Availability of Funds	
34	Financial Waiver	
35	Financial Viability	
36	Economic Feasibility	
37	Safety Net Impact Statement	128
38	Charity Care Information	129-130

Applicant

Exact Legal Name: Fresenius Medical Care Monmouth, LLC
Street Address: 920 Winter Street
City and Zip Code: Waltham, MA 02451
Name of Registered Agent: CT Corporation Systems
Registered Agent Street Address: 208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, IL 60604
Name of Chief Executive Officer: Bill Valle
CEO Street Address: 920 Winter Street
CEO City and Zip Code: Waltham, MA 02451
CEO Telephone Number: 800-662-1237

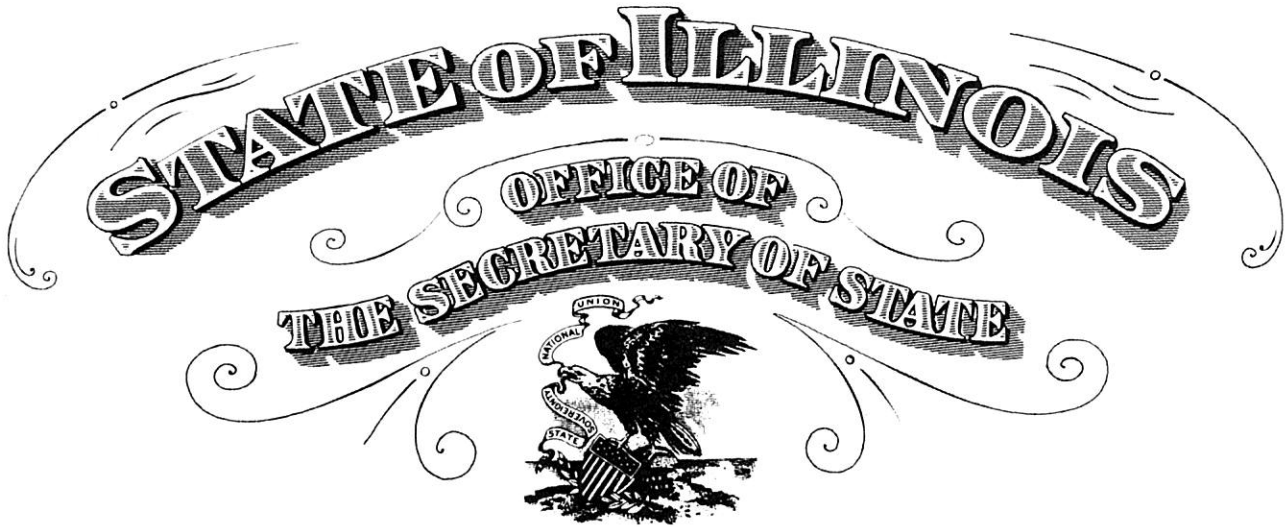
Type of Ownership of Applicant

- | | | |
|---|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☒ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

*Certificate of Good Standing on following page.

File Number

0407207-3



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FRESENIUS MEDICAL CARE MONMOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 12, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 3RD
day of SEPTEMBER A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1924600366 verifiable until 09/03/2020
Authenticate at: <http://www.cyberdriveillinois.com>

Co-Applicant

Exact Legal Name: Fresenius Medical Care Holdings, Inc.*
Street Address: 920 Winter Street
City and Zip Code: Waltham, MA 02451
Name of Registered Agent: CT Systems
Registered Agent Street Address: 208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, IL 60604
Name of Chief Executive Officer: Bill Valle
CEO Street Address: 920 Winter Street
CEO City and Zip Code: Waltham, MA 02451
CEO Telephone Number: 800-662-1237

Type of Ownership of Co-Applicant

☐ Non-profit Corporation	☐ Partnership	
☒ For-profit Corporation	☐ Governmental	
☐ Limited Liability Company	☐ Sole Proprietorship	☐ Other

☐ Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
☐ Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

*Fresenius Medical Care Holdings, Inc. is a Delaware corporation that does not do business in the State of Illinois therefore no Certificate of Good Standing is included.

Site Ownership

Exact Legal Name of Site Owner: Monmouth 1.0 LLC
Address of Site Owner: 10531 Timberwood Circle, Suite D, Louisville, KY 40223
Street Address or Legal Description of the Site: 1225 N. Main Street, Monmouth, IL 61462
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.

LEASE AGREEMENT

BY AND BETWEEN

**MONMOUTH 1.0 LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY**

("LANDLORD")

AND

**FRESENIUS MEDICAL CARE OF ILLINOIS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
d/b/a FRESENIUS MEDICAL CARE MONMOUTH**

("TENANT")

DATED: July 30, 2014

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 30th day of ~~June~~ ^{July}, 2014 by and between Monmouth 1.0 LLC, an Illinois limited liability company ("**Landlord**"), and Fresenius Medical Care of Illinois, LLC, a Delaware limited liability company, d/b/a Fresenius Medical Care Monmouth ("**Tenant**").

ARTICLE 1 - CONSTRUCTION OF SHELL BUILDING

1.1. Construction of Shell Building and Leasehold Improvements. Using an architect selected by Landlord and reasonably acceptable to Tenant (the "Architect"), Landlord shall, at Landlord's sole cost and expense construct a building ("Building") and certain improvements in substantial accordance with the Construction Drawings (as defined in Section 1.3(a) below) with such minor variations as Landlord may deem advisable such construction sometimes collectively hereinafter referred to as "Landlord's Work".

The Building shall contain approximately 5,500 square feet and shall be leased hereunder to Tenant (the "Premises") on the property commonly known as 1225 Main Street, Monmouth, Illinois (the "Building"), consisting of approximately 1 acre as described on Exhibit A (the Property").

1.2. Commercially Reasonable Efforts Required; Substantial Completion. Attached hereto as Exhibit B-1 is the estimated development construction forecast schedule related to Landlord's Work ("EDCFS"). In the event any date or dates change in the EDCFS, Landlord shall provide Tenant within 3 days of such change an updated and revised EDCFS. Landlord shall use its best efforts and take all commercially reasonable steps to Substantially Complete (as hereinafter defined) Landlord's Work per the Work Schedule set forth below. For purposes of this Lease, "Substantial Completion" of Landlord's Work shall occur when (i) Landlord's work is complete in accordance with Tenant's specifications attached hereto as Exhibit B, (ii) the applicable local governmental authority issues a Certificate of Occupancy, if applicable, and (iii) Landlord secures all other required permits and approvals from governmental authorities having jurisdiction over the construction of the Building (provided that anything contained herein or in the Exhibits to the contrary notwithstanding, weather dependent work (such as landscaping and asphaltting) may be excluded from the definition of "Substantially Complete and may be completed after the Delivery Date, provided that such work is performed as soon as weather allows. Landlord shall deliver the Premises to Tenant upon the date that Landlord's Work is Substantially Complete (the "Delivery Date").

Work Schedule

EDCFS No.	Timeframe	Development Task
1.2.1	Within 60 days of Lease execution pursuant to Section 26.21 of this Lease	Landlord shall close on the Property and confirm said closing to Tenant in writing, as required in Section 26.21 of this Lease
1.2.2	Within 20 days of Lease execution	Landlord shall develop site plan ("Site Plan") for Tenant approval.
1.2.3	Within 5 days from receipt of Site Plan	Tenant shall comment on or approve Site Plan
1.2.4	Within 10 days from Tenant's approval of the Site Plan	Tenant shall provide approved floor plan for its Premises showing grid, column, window, door and utility placement ("Approved Floor Plan")
1.2.5	Within 30 days from receipt of Tenant's Approved Floor Plan	Tenant shall provide Landlord its under slab plumbing plans and specifications ("Plumbing Plan")
1.2.6	Within 45 days of receiving the Approved Floor Plan	Landlord shall complete Construction Drawings ("CD Delivery Date") and present Civil & Shell Engineering Drawings to Tenant
1.2.7	Within 5 business days of CD Delivery Date ("CD Approval Date")	Tenant's shall comment on or approve Construction Drawings
1.2.8	Within 2 days from the later of (i) the CD Approval Date (subject to provisions of Section 1.3) or (ii) Receipt of Tenant's Plumbing Plan	Landlord shall submit for all applicable building permits to accomplish Substantial Completion Landlord's Work
1.2.9		Landlord obtains all necessary building permit ("Building Permit")
1.2.10	Within 5 days from issuance of Building Permit	Landlord shall break ground on construction of Building
1.2.11	Within 180 days of the date that the Building Permit is issued by City of Monmouth,	Landlord shall substantially complete all Landlord Work and deliver Premises to Tenant with Landlord's Work Substantially Complete ("Delivery Date")

In the event of a Tenant does not perform per the time frames set forth in Work Schedule, the date provided for in Section 1.2 for Landlord to complete Landlord's Work shall be extended by one (1) day for each day of delay caused by Tenant

If on the Delivery Date there should remain items of Landlord's Work to be completed, Landlord and Tenant shall within ten (10) business' days from the Delivery Date prepare a written list (the "Punch List") of such uncompleted items. Landlord agrees to complete the Punch List item(s)

with all due diligence and in no event later than thirty (30) days from the Delivery Date. In the event Landlord does not complete said "Punch List" items within said thirty (30) day period, said failure shall be considered an immediate Landlord default and Tenant shall have the right, without waiving of any other rights Tenant may have, to cure such default pursuant to Section 17.4 below, upon three (3) days written notice to Landlord.

Subject to the delivery of the Punch List, Tenant shall be deemed to have accepted the Premises and Landlord's Work shall be deemed to have been completed in accordance with the terms of this Lease, unless Tenant notifies Landlord in writing within ten (10) days after the Delivery Date as to any Punch List item(s).

1.3. Construction Drawings.

(a) Landlord shall, in accordance with the Site Plan attached hereto as Exhibit B-2, and the Approved Floor Plan attached hereto as Exhibit B-3, prepare and furnish to Tenant, at Landlord's sole cost and expense, in compliance with applicable laws, statutes, ordinances and codes, with construction drawings (which plans shall be consistent with the specifications shown on Exhibit B) ("Construction Drawings") for the construction of Landlord's Work. In the event of a conflict between the Construction Drawings and Exhibit B, the Construction Drawings shall govern.

Failure to apply for the permits within the seven (7) from Tenant's approval of the Construction Drawings will be considered a Material Breach and subject to the penalty outlined in Section 1.7 if such event creates a material delay of the Delivery Date.

(c) Subject to Tenant's prior written approval of the Construction Drawings, Landlord shall be entitled to design the Premises and otherwise complete Landlord's Work as Landlord deems reasonably necessary and appropriate. Tenant's approval rights as to all plans, drawings and specifications shall be limited solely to the matters as to which Tenant has approval rights as specifically provided for in this Section 1.3, and all other plans, drawings and specifications submitted to Tenant, if any, shall not be subject to Tenant's approval, but shall be submitted only for Tenant's information and use. Tenant will not unreasonably withhold or delay Tenant's approval of any of Landlord's plans and specifications as to which Tenant has approval rights.

(d) Landlord shall pay all impact, facility and connection fees (including, but not limited to, all utility hook-up and connection fees) imposed by regulatory authorities arising from the construction of Landlord's Work.

(e) Promptly following the approval by Tenant of the Construction Drawings, Landlord and Tenant agree to sign and attach to this Lease as Exhibit B-4 a schedule identifying each approved drawing or document constituting a part of the Construction Drawings.

1.4. Cooperation; Non-Interference. Landlord and Tenant shall in good faith review and approve (or disapprove), process and perform any obligation pursuant to this Lease concerning approval of plans, or concerning the construction of Landlord's Work with all due diligence and reasonable speed including, without limitation, approvals, reviews, shop drawings, change

orders, subcontractor bids, value engineering, and inspections, with the objective of facilitating the construction of Landlord's Work as quickly as reasonably possible

1.5. Changes to the Construction Drawings.

(a) The Construction Drawings may be changed from time to time by mutual agreement of the parties, in the manner provided in Section 1.3 for the approval of the Construction Drawings. If any material error or omission is discovered in the Construction Drawings, then the party discovering same shall immediately notify the other in writing and the Construction Drawings shall be subsequently modified or changed where reasonably necessary.

(b) If changes to the scope of the Landlord's Work result from one of the following:

- (i) a request for a material change from the Tenant, or
- (ii) a material change as a result of the discovery of unforeseen site conditions, errors or omissions in the Constructions Drawings, or
- (iii) a material change resulting from the direction of the local governmental authority,

then, the Landlord will obtain from its contractor and furnish to Tenant's Project Manager within ten (10) business days from the date of issuance of such request or the date of such discovery, an itemized analysis of the increased cost, including a detailed budget setting out (with unit costs) the amount of additional time, materials, and labor which will be required to complete the requested changes.

(c) Tenant's Project Manager shall reasonably approve all changes caused by 1.5(b)(ii) and (iii) without delay and the costs of all such changes shall be totaled and converted into an increase or decrease in the Base Rent using the agreed Rent Capitalization Factor pursuant to Section 3.1.1. If Tenant's Project Manager approves a change caused by 1.5(b)(i) and the increased or decreased cost, then, the cost of this and all such changes shall be totaled and converted into an increase or decrease in the Base Rent using the agreed Rent Capitalization Factor pursuant to Section 3.1.1.

(d) If a change in the Construction Drawings causes a delay in the completion of Landlord's Work, and if within ten (10) days after such delay occurs, Landlord notifies Tenant in writing of the extent of and reasons for such delay, then the date provided for in Section 1.2 for Landlord to complete Landlord's Work shall be extended by one (1) day for each day of delay caused by the changes.

1.6. Tenant's Right to Inspect and Access. At any time prior to the Delivery Date, Tenant shall be allowed entry into the Premises in order to inspect the progress and quality of Landlord's Work, review and test all mechanical, electrical and utility systems servicing the Premises in order to insure proper installation and use thereof. Landlord, upon request from Tenant, shall provide any information related to the means and methods of construction for any and all portions of Landlord's Work. If Tenant's inspection and/or testing reveals faults with any mechanical, electrical, or utility system, Landlord shall, at its sole cost and expense, have thirty (30) days to repair such deficiencies. In the event that such faults are not properly fixed within such thirty (30) day time period, Tenant shall have the right to exercise its rights under Section 17.4 of this Lease upon written notice to Landlord. At any time on or after the Early Access

Date, Tenant may access the Premises and Property to commence construction of the Leasehold Improvements.

1.7. Material Inducement. Landlord hereby recognizes and acknowledges that its obligation hereunder to Substantially Complete construction of Landlord's Work on or before the Delivery Date constitutes a material inducement to Tenant to enter into this Lease. As such, and subject to delays contemplated in Section 1.5(d), in the event that (i) Landlord fails to timely complete any of its Development Tasks as required under this Article 1 by the timeframe indicated, and (ii) if such failure is not caused by the acts contemplated under Article 22 of this Lease, nor caused by (iii) a Tenant Delay as defined below, Tenant shall have the option to exercise any and all of the following remedies:

- (i) Collect liquidated damages from Landlord in the amount of Five Hundred Dollars (\$500.00) per day beginning on the Delivery Date and continuing until Landlord's Work is Substantially Complete, which amount at Tenant's option shall be paid by Landlord to Tenant on a monthly basis or deducted from Tenant's payment of Base Rent (as defined in Section 3.1 of this Lease); and/ or
- (ii) Exercise its rights under Section 17.4 of this Lease.

1.8. Re-measurement. The parties hereby agree that within thirty (30) days after the Delivery Date, the rentable and useable square footage of the Premises shall be measured and certified by the Architect or by a registered architect or engineer selected by Landlord and reasonably acceptable to Tenant, at Landlord's sole cost and expense, pursuant to Building Owners and Managers Association ("BOMA") Standards and the rentable square footage of the Premises as determined therewith shall be documented in the Commencement Date Certificate, in the form attached hereto as Exhibit C.

ARTICLE 2 – LEASE OF PREMISES; TERM

2.1. Lease of Premises. The term of this Lease shall be for approximately fifteen (15) years ("Initial Term") commencing on the date that is the earlier of i) thirty (30) days from the Delivery Date, or ii) the date Tenant commences to treat patients at the Premises (the "Commencement Date"), and terminating on the last full calendar month of the Initial Term. The parties shall execute and deliver the Commencement Date Certificate in the form set forth in Exhibit C attached to this Lease, in order to confirm and memorialize the Commencement Date.

2.2. Options to Extend Term. Landlord hereby grants to Tenant three (3) consecutive options to extend the term of this Lease (each a "Renewal Option") each for a period of five (5) years (each an "Option Term"). The lease of the Premises for each Option Term shall be on the same terms and conditions contained in this Lease except that the Base Rent for the First Option Term shall be determined pursuant to Fair Market Value (as defined below) and the Base Rent for the Second and Third Options, if exercised, shall be increased by ten percent (10%) over the Base Rent for the preceding 12-month period. Each Renewal Option may be exercised only by written notice delivered by Tenant to Landlord no later than ninety (90) days prior to the expiration of the then current term. Tenant may only exercise its Renewal Options if, on the date of delivery of the notice to Landlord, Tenant is not in default of this Lease beyond the expiration of any

applicable cure periods. The Initial Term and all Option Terms are hereby referred to collectively as the "Lease Term".

ARTICLE 3 - BASE RENT

3.1. *Base Rent; Pro-ration for Partial Months.*

Commencing on the Commencement Date and during the Initial Term, Tenant shall pay to Landlord annual rent ("Base Rent") as follows:

Years	Annual Base Rent	Monthly Base Rent	CPSF
1	\$ 163,625.00	\$ 13,635.42	\$ 29.75
2	\$ 166,406.63	\$ 13,867.22	\$ 30.26
3	\$ 169,235.54	\$ 14,102.96	\$ 30.77
4	\$ 172,112.54	\$ 14,342.71	\$ 31.29
5	\$ 175,038.45	\$ 14,586.54	\$ 31.83
6	\$ 178,014.11	\$ 14,834.51	\$ 32.37
7	\$ 181,040.35	\$ 15,086.70	\$ 32.92
8	\$ 184,118.03	\$ 15,343.17	\$ 33.48
9	\$ 187,248.04	\$ 15,604.00	\$ 34.05
10	\$ 190,431.26	\$ 15,869.27	\$ 34.62
11	\$ 193,668.59	\$ 16,139.05	\$ 35.21
12	\$ 196,960.96	\$ 16,413.41	\$ 35.81
13	\$ 200,309.29	\$ 16,692.44	\$ 36.42
14	\$ 203,714.55	\$ 16,976.21	\$ 37.04
15	\$ 207,177.70	\$ 17,264.81	\$ 37.67

in advance on or before the first day of every calendar month, without any setoff or deduction except as provided elsewhere in this Lease. Payment of Base Rent shall be made to Landlord at the address specified in Section 26.15 of this Lease, or at such other place that Landlord may from time to time designate in writing. The Base Rent for the first full calendar month of the Initial Term shall be paid no later than fifteen (15) days after the Commencement Date. If any

payment of Base Rent is for a period shorter than one full calendar month, Base Rent for that fractional calendar month shall accrue on a daily basis at a rate equal to 1/365 of the annual Base Rent.

3.2. Base Rent for Option Terms. Annual Base Rent for each Option Term shall be as follows:

1st Option Period			
Years	Annual Base Rent	Monthly Base Rent	CPSF
1	\$ 227,895.47	\$ 18,991.29	\$ 41.44
2	\$ 227,895.47	\$ 18,991.29	\$ 41.44
3	\$ 227,895.47	\$ 18,991.29	\$ 41.44
4	\$ 227,895.47	\$ 18,991.29	\$ 41.44
5	\$ 227,895.47	\$ 18,991.29	\$ 41.44
2nd Option Period			
Years	Annual Base Rent	Monthly Base Rent	CPSF
1	\$ 250,685.01	\$ 20,890.42	\$ 45.58
2	\$ 250,685.01	\$ 20,890.42	\$ 45.58
3	\$ 250,685.01	\$ 20,890.42	\$ 45.58
4	\$ 250,685.01	\$ 20,890.42	\$ 45.58
5	\$ 250,685.01	\$ 20,890.42	\$ 45.58
3rd Option Period			
Years	Annual Base Rent	Monthly Base Rent	CPSF
1	\$ 275,753.51	\$ 22,979.46	\$ 50.14
2	\$ 275,753.51	\$ 22,979.46	\$ 50.14
3	\$ 275,753.51	\$ 22,979.46	\$ 50.14
4	\$ 275,753.51	\$ 22,979.46	\$ 50.14
5	\$ 275,753.51	\$ 22,979.46	\$ 50.14

3.3. Late Payment of Base Rent. If Landlord does not receive any payment of Base Rent within five (5) days after that Rent is due, interest shall accrue on such unpaid Base Rent at the rate of ten percent (10%) per annum until fully paid by Tenant.

ARTICLE 4 - USE AND COMPLIANCE WITH LAWS

4.1. Permitted Use. Tenant shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related medical, office and administrative uses. Tenant shall not use or

occupy the Premises for any other purpose without prior written notification to the Landlord. Tenant shall not conduct any activity in the Premises that are offensive, or in a manner that violates federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued (collectively, "Laws"). Tenant may operate on the Premises, at Tenant's option, on a three hundred sixty-five (365) days a year, seven (7) days a week, twenty-four (24) hours-a-day basis, subject, however, to zoning and other regulatory requirements.

4.2. Condition of Premises; Repairs and Replacements. Tenant shall keep the Premises in a neat and orderly fashion during the Lease Term. Tenant, at Tenant's sole expense, shall promptly make all repairs, replacements, alterations, or improvements to the Premises including any Alterations (as defined in Article 5), fixtures, and furnishings, in order to comply with all Laws to the extent that such Laws relate to or are triggered by Tenant's particular use of the Premises. Notwithstanding the foregoing, Tenant shall not be obligated to make any structural changes to the Building. Landlord, at Landlord's sole expense, shall promptly make all repairs, replacements, alterations, or improvements, retrofitting, or remediation needed to comply with all Laws to the extent that such Laws apply to the Building as a whole, or any of its structural components or mechanical or electrical systems.

ARTICLE 5 – ALTERATIONS; TENANT’S RIGHT TO EXPAND

5.1. General. Tenant may remodel the Premises during the Lease Term in accordance with the terms and conditions of Section 5.2 of this Lease. In addition, without the necessity of obtaining Landlord's consent, Tenant may install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment in the Premises as Tenant deems necessary to conduct its business. Tenant may also install a television or satellite antenna on the roof of the Premises, flues and wall or roof penetrations and an emergency generator in a location close in proximity to the Premises. Tenant shall cooperate with Landlord with respect to the location and method of installation of such equipment.

5.2. Alterations; Notification to Landlord Required. Notwithstanding anything contained in Section 5.1, Tenant shall not be permitted to make any alteration or modification to the Premises after the Commencement Date which either (a) costs more than Two Hundred Thousand Dollars (\$200,000) in each instance or (b) affects the structural, electrical, mechanical or life safety systems of the Building, without prior written notification to the Landlord. Tenant shall be responsible for all costs associated with an Alteration that:

- (a) adversely impacts the structural integrity of the Building or any of its mechanical and electrical systems; or
- (b) results in Landlord being required to perform any work pursuant to any Law that Landlord could otherwise avoid or defer had the Alterations not been made.

5.3. Compliance with Laws and Insurance Requirements. Tenant shall ensure that its construction of all Alterations complies with all Laws and any applicable requirements. Tenant shall obtain all permits that may be required by any governmental entity having jurisdiction over the Premises.

5.4. Manner of Construction and Payment. Tenant shall have the right to use contractors and subcontractors of its choosing. All work relating to any Alterations shall be done in a good and workmanlike manner, using materials equivalent in quality to those used in the construction of the Premises. The construction of Alterations by Tenant shall be diligently prosecuted to completion, and Tenant shall ensure that all work is performed in a manner that does not obstruct access to the Property. In addition, Tenant shall take reasonable steps to ensure that its

construction does not interfere either with other tenants' use of their premises or with any other work being undertaken by Landlord in the Building.

5.5. Payment for Alterations. Tenant shall promptly pay all charges and costs incurred in connection with its construction of all Alterations. Subject to the terms of Article 7 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building, or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of any Alteration.

5.6. Expansion Right. During the Lease Term, Tenant shall have the right upon no less than thirty (30) days written notice to Landlord, to expand the square footage of the Building, parking areas, and/or the Premises, as the case may be, up to the maximum extent allowed by local zoning, building, and other requirements. Subject to the terms and conditions contained herein, Landlord shall have the option to either perform construction of the work required by Tenant its sole cost and expense or allow Tenant to perform such work. Landlord shall give written notice of its election to Tenant within fifteen (15) days of receipt of Tenant's written notice. In the event that Landlord elects to perform the work, Landlord and Tenant shall negotiate an incremental increase in the Base Rent based on the cost of the expansion. In the event that Landlord and Tenant are unable to mutually agree upon the incremental increase in Base Rent on or before the date the relevant governmental authority issues a building permit, then Tenant shall have the right to commence work on the expansion at its sole cost and expense with no incremental increase to Base Rent for the remainder of the Lease Term.

ARTICLE 6 - REPAIRS AND MAINTENANCE

6.1. Tenant's Repair and Maintenance Obligations. During the Lease Term, Tenant shall at its sole cost and expense keep and maintain the non-structural portions of the interior of the Premises, including all Tenant Alterations, in good order and repair and free of refuse and rubbish.

6.2. Landlord's Repair and Maintenance Obligations. During the Lease Term, Landlord shall:

(a) without expense to Tenant, maintain and make all necessary repairs and/or replacements to the exterior and structural portions of the Property, Building and Premises, including, without limitation: foundations, including the slab, structure, load bearing walls, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, and footings.

(b) maintain and make all necessary repairs and/or replacements to the following, unless Tenant elects to maintain any of the following by providing written notice to Landlord electing to do the same at its sole cost and expense: parking areas (including surfacing, striping, paving and sealing), curbing, sidewalks and directional markers, ice and snow removal, water mains, gas and sewer lines, private roadways, landscape, loading docks, if any, and provision and repair of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall reimburse Landlord for the costs and expenses of the maintenance and repair contemplated in this Section 6.2(b) (the "Maintenance Expenses"), except for the replacement of the parking lot or any other capital expenditure, as defined in Section 6.2(b)(vii) below, as additional rent for the same periods and in the same manner, time, and place as the Base Rent.

(i) Payment of Estimated Maintenance Expenses. On or before December 31st of each year during the Lease Term, Landlord shall provide Tenant with a statement detailing Landlord's reasonable estimate of the Maintenance Expenses for the upcoming calendar year (the "Estimated Statement"). Tenant shall pay to Landlord, Landlord's estimate of Maintenance Expenses each month together with Tenant's payment of Base Rent.

(ii) Annual Reconciliation of Maintenance Expenses. On or before April 15th of each year, Landlord shall provide Tenant with a statement showing the actual Maintenance Expenses for the previous calendar year (the "Actual Expenses Statement"). Landlord shall indicate on Actual Expenses Statement whether there is a shortfall or overpayment by Tenant in its payment of Maintenance Expenses for the prior calendar year. If a shortfall exists, Tenant shall pay, within thirty (30) days of receipt of the Actual Expenses Statement, the full amount of that shortfall. If an excess exists, Landlord shall refund the full amount of such excess to Tenant within thirty (30) days. No interest shall accrue on any shortfall or overpayment by Tenant of the estimated Maintenance Expenses. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent.

(iii) Landlord's Books and Records; Tenant's Audit Rights. Upon written notice to Landlord, Tenant and/or its authorized representatives may examine, inspect, audit, and copy the records of Landlord concerning Maintenance Expenses for the two (2) prior calendar years of the Lease Term at Landlord's office during normal business hours. If Tenant's audit reveals that Landlord overstated the actual Maintenance Expenses any calendar year, Tenant shall submit a written claim to Landlord ("Tenant's Audit Claim") that shall describe in detail how the Maintenance Expenses have been overstated. If Tenant's audit reveals that the Maintenance Expenses taken as a whole were overstated by at least three percent (3%), Landlord shall pay for Tenant's reasonable costs of conducting the audit. Otherwise, Tenant shall pay its own costs.

(iv) Resolution of Tenant's Audit. If Landlord agrees with Tenant's Audit Claim, Landlord shall reimburse Tenant for Tenant's overpayment or Tenant shall pay Landlord for any shortfall, within thirty (30) days. If Landlord disputes the results of Tenant's audit, the parties shall agree on a third party arbitrator to conduct its own independent audit of the Maintenance Expenses for the calendar year or years in question. The parties shall cooperate with such third party arbitrator so that it can make a determination as to the validity of Tenant's Audit Claim. The determination of the third party arbitrator shall be given to the parties with sixty (60) days and shall be final and binding upon the parties. Upon the conclusion of the third party arbitrator's audit, all amounts owed by Landlord to Tenant or by Tenant to Landlord, as the case may be, shall be made within ten (10) days. The parties shall share the costs of retaining the third party arbitrator equally. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent.

(v) Confidentiality. Tenant shall keep any information gained from the inspection of Landlord's records, books, and general ledger confidential and shall not disclose any information contained therein to any other party, except as required by law. If requested by Landlord, Tenant shall require those employees or agents inspecting Landlord's records, books, and general ledger to sign a confidentiality agreement prior to their inspection and review of the same.

(vi) Time Limitation to Bill Tenant for Maintenance Expenses. In no event shall Tenant be required to pay any Maintenance Expenses that Landlord failed to bill Tenant for and that accrued more than two (2) years prior to the date that Tenant is notified by Landlord of such expenses. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in Maintenance Expenses more than two (2) years after furnishing an Actual Expenses Statement to Tenant.

(vii) Capital Expenditures. Expenses incurred by Landlord that are considered to be capital improvements or capital replacements but that are not intended as a labor saving device pursuant to this Section 6.2 (b) or under generally accepted accounting and management practices shall not be included in Maintenance Expenses. Notwithstanding the foregoing, Landlord may charge as an Maintenance Expense any capital expenditures intended to reduce Maintenance Expenses or affect economies in the operation, maintenance, or repair of the Building provided that Landlord shall provide Tenant with (i) an estimate of the amount of reduction in Maintenance Expenses anticipated as a result of that capital improvement or replacement, (ii) an estimate of the cost of the capital improvement and the annual amortization charge of that capital expenditure, and (iii) reasonably sufficient information to support those estimates. All capital improvements or capital replacement expenditures included in Maintenance Expenses shall be amortized over Landlord's commercially reasonable determination of the useful life of that capital improvement or replacement in accordance with Generally Accepted Accounting Principles.

6.3. Limitations on Repair and Maintenance Obligations and Defaults. All of the foregoing in this Article 6 notwithstanding, neither Landlord nor Tenant shall be obligated to perform any maintenance, repair or replacement necessitated by the negligence or willful misconduct of the other party, or of the other's employees, contractors, or agents. The party whose negligence or willful misconduct caused the need for such maintenance, repair or replacement shall be responsible for same, at its sole cost. Neither party shall be in default of its repair and maintenance obligations under this Article 6 if Landlord or Tenant, as the case may be, begins performing repairs and maintenance and, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete such work and the responsible party is diligently prosecuting such work to completion.

ARTICLE 7 - COVENANT AGAINST LIENS

7.1. Covenant Against Liens. Tenant shall not permit mechanics' or other liens to be placed upon the Property, Building, or Premises or Tenant's leasehold interest therein. Landlord shall have the right to post and record notices of non-responsibility in the Premises during Tenant's construction of any Alteration. Within ninety (90) days of written notice from Landlord, Tenant shall fully discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by the applicable lien Law. Nothing contained in this Section 7.1 shall restrict or prohibit Tenant from initiating a legal action or defending itself in an existing legal proceeding to determine the validity of any lien or attachment. In all such cases, Tenant shall indemnify, protect, defend, and hold Landlord harmless from and against all claims, demands, causes of action loss, damage, liability, costs, and expenses (including attorneys fees and court costs) relating to such liens and attachments. In no event shall Tenant be in default under the terms of this Lease so long as Tenant is diligently pursuing the full discharge of any lien placed upon the Property, Building, or Premises, as the case may be.

ARTICLE 8 - ENTRY BY LANDLORD

8.1. Landlord's Access to Premises. Tenant shall permit Landlord or its agent to enter the Premises upon reasonable prior notice to (a) inspect the Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any Law, (c) show the Premises to prospective purchasers or mortgagees or to ground or underlying landlords, or (d) serve or post all notices required by law or permitted by this Lease. In addition to the foregoing, during the last ninety (90) days of the Lease Term, Tenant shall permit Landlord to show the Premises to prospective tenants at reasonable times, and to place notices on the front of the Premises or on any part thereof offering the Premises for lease. Landlord shall exercise its rights under this Article 11 at such times and in such a manner as to minimize the impact of any interference with Tenant's business in and occupancy of the Premises.

8.1.1. Emergency Entries. Landlord and Landlord's agents may enter the Premises without any advance notice when necessary to address emergency situations. For purposes of this Section 8.1.1, an emergency situation is one that poses a threat of imminent bodily harm or property damage. If Landlord makes an emergency entry into the Premises when no authorized representative of Tenant is present, Landlord shall provide notice to Tenant as soon as reasonably possible after that entry and shall take reasonable steps to secure the Premises until a representative of Tenant arrives at the Premises.

8.2. HIPAA Compliance Provision. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Article 8, except for an emergency entry into the Premises taken pursuant to Section 8.1.1 of this Lease or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

8.3. Method of Entry. Landlord shall at all times have a key or, if applicable, a card key with which to unlock all the doors in the Premises except for the locations in the Premises designated by Tenant as areas where patient records are kept or stored. In an emergency situation, Landlord shall have the right to use any means that Landlord considers proper to open the doors in and to the Premises. Any such entry into the Premises by Landlord shall not be considered a forcible or unlawful entry into the Premises or an actual or constructive eviction of Tenant from any portion of the Premises.

ARTICLE 9 – HVAC, UTILITIES AND SERVICES

9.1. HVAC. Landlord, at its own expense, shall install heating and air conditioning equipment to serve the Premises ("HVAC") to provide heating and air conditioning services to the Premises on a 24-hour-a-day, 7-day-a-week basis at an industry accepted temperature and at an air flow required by the stricter of (a) any applicable building codes; or (b) Tenant's specifications as attached hereto as Exhibit B. Tenant shall be responsible for the installation of ductwork for and regular maintenance of the HVAC. Tenant may, at its sole cost and expense, hire an independent licensed contractor to perform such installation and maintenance. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense, be responsible for repairs to or

10.2. Payment of Tax Expenses. Landlord shall pay on or before the applicable due date all Tax Expenses assessed against the Premises. Tenant shall pay the Tax Expenses monthly together with payments of Base Rent so that Landlord shall have sufficient funds to pay the Tax Expenses when due without advancing same on behalf of Tenant. Landlord shall provide Tenant on the Commencement Date and annually thereafter with a statement reflecting the amount Tenant shall be required to pay in equal monthly installments. Such estimate of monthly payments shall be based on Landlord's good faith estimate of Tax Expenses required to be paid by Landlord. Notwithstanding the end of the Lease Term hereof, Tenant shall be liable to Landlord for all Tax Expenses assessed, levied or imposed for the period of the Lease Term, as extended, or any portion thereof, whether or not such Tax Expenses shall be due during the Lease Term, and Tenant shall promptly remit to Landlord any amount due to Landlord upon notice together with a copy of the applicable invoice from Landlord to Tenant.

On or before April 15th of each year, or as soon thereafter as practicable, Landlord shall provide Tenant with a copy of the applicable invoice(s) showing the actual Tax Expenses for the previous calendar year (the "Actual Expenses Statement"). Landlord shall indicate on Actual Expenses Statement whether there is a shortfall or overpayment by Tenant in its payment of Tax Expenses for the prior calendar year. If a shortfall exists, Tenant shall pay, within thirty (30) days of receipt of the Actual Expenses Statement, the full amount of that shortfall. If an excess exists, Landlord shall refund the full amount of such excess to Tenant within thirty (30) days. No interest shall accrue on any shortfall or overpayment by Tenant of the Tax Expenses. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent and Additional Rent.

10.1.1 Excluded Taxes. Notwithstanding the provisions of Section 10.1, all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Landlord's gross or net income shall not be included in Tax Expenses.

10.3 Tax Appeal. At Tenant's sole cost, Tenant may contest (including seeking an abatement or reduction of) any Taxes agreed to be paid hereunder; provided that Tenant first shall satisfy any requirements of Laws, including, if required, that the Taxes be paid in full before being contested. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. Any rebate received shall belong to Tenant.

ARTICLE 11 – INSURANCE

11.1. Tenant's Insurance. Tenant covenants and agrees that throughout the Lease Term it will keep in full force and effect the following insurance policies:

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, Leasehold Improvements and Alterations that Tenant is responsible for.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.

replacement of the HVAC if such repair exceeds the cost of Two Thousand Five Hundred Dollars (\$2,500.00) or more.

9.2. Utilities and Services. Landlord shall ensure that water, electricity, gas, sewer, and other standard utility services as outlined in the utility matrix in Exhibit B, attached hereto are provided to the Premises by maintaining, repairing and/or replacing all utility lines to the Premises. Landlord shall also be solely responsible for all connection or hook-up charges and fees, including any impact and tapping fees, with respect to utility services supplied to the Premises and pay for the separate metering of the Premises. Tenant, at its sole cost and expense, shall be responsible for the distribution of all utilities within the Premises and bringing telephone service and cable or satellite television service to the Premises.

9.3. Payment of Utility Charges. Tenant shall pay or cause the payment of all charges for gas, water, sewer, electrical, telephone and other utility services supplied to the Premises during the Lease Term. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Should Landlord elect to supply any or all of such utilities, Tenant agrees to purchase and pay for the same that (a) the rate charged by Landlord to Tenant shall not exceed the rate charged Landlord by any supplying utility plus any expenses incurred by Landlord in connection with billing and supplying such utility service to Tenant and (b) Tenant shall not be required to pay for any utility charges that Landlord fails to notify or bill Tenant of after two (2) years. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in utility costs or charges that are more than two (2) years old.

9.4. Interruption of Utility Services. In no event shall Landlord be liable for any interruption or failure in the supply of any utility to the Premises unless such interruption was caused by the gross negligence or willful misconduct of Landlord or any person or entity acting on behalf of Landlord. In such event, Tenant shall be entitled to an abatement of Base Rent for the period of such interruption if Landlord does not make repairs and restore all interrupted services to the Premises within two (2) business days.

ARTICLE 10 - TAXES

10.1. Tax Expenses. "Tax Expenses" means all federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) during any calendar year (without regard to any different fiscal year used by any government or municipal authority) because of or in connection with the ownership, leasing, and/or operation of the Property or the Building. Tax Expenses shall include taxes, fees, and charges such as real property taxes, general and special assessments, transit taxes, leasehold taxes, and taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant). Tenant and Landlord acknowledge that assessments, taxes, fees, levies, and charges may be imposed by government agencies for services such as fire protection, street, sidewalk, and road maintenance, conservation, refuse removal, and other governmental services formerly provided without charge to property owners or occupants. Tax Expenses shall also include any government or private assessments (or the Building's contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. Tenant and Landlord intend that all new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of "Tax Expenses" for purposes of this Lease.

Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. Tenant shall, upon written request, provide the Landlord with a certificate of insurance evidencing the existence and amounts of such insurance required herein. Notwithstanding the foregoing, the insurance agreed to in this Section 11.1 may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance.

11.2. Landlord's Insurance. Landlord covenants and agrees that throughout the Lease Term, it will keep in full force and effect the following insurance policies:

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, the Property, the Building, and the Premises, including but not limited to the parking lot, common areas, foundation, and roof.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.

Insurance agreed to herein may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance. Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. The Landlord shall, upon written request, provide the Tenant with a certificate of insurance evidencing the existence and amounts of such insurance required herein.

Tenant shall reimburse Landlord for Landlord's costs associated with the insurance premiums (but not deductibles) for the insurance contained in Section 11.2(a) in accordance with manner and procedures set forth for payment of Maintenance Expenses set forth in Section 6.2.

11.3. Waivers. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by the "all risk" property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

ARTICLE 12 - HAZARDOUS MATERIALS; MEDICAL WASTE

12.1. Definition of Hazardous Materials. Hazardous Materials shall mean any hazardous or toxic substance, material, or waste in any concentration that is or becomes regulated by the United States of America, the state in which the Property is located, or any local governmental authority having jurisdiction over the Building, and shall include:

- (a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);
- (b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);
- (c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement;

- (d) Petroleum products, asbestos containing materials ("ACM's") in any form or condition, and polychlorinated biphenyls ("PCB's") and substances or compounds containing ACM's or PCB's; and
- (e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

12.2. Representations and Warranties of Landlord. Landlord hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Property, the Building or the Premises, (b) Landlord has provided Tenant with a copy of all tests and reports that Landlord has conducted prior to the date of this Lease which relate to the existence of Hazardous Materials including, without limitation, a Phase I Study, and (c)

Landlord has not received any notices or other notifications from any governmental entity that the Property, the Building or the Premises is in violation of any environmental law. In the event that a Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the Premises, the Building, or the Property, then so long as the presence of such Hazardous Material is not the fault of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Laws.

12.3. Tenant's Use of Hazardous Materials. Except as may be required in Tenant's ordinary course of business and as provided by law, Tenant shall not cause any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Property, the Building, or the Premises. Tenant shall comply at all times during the Lease Term with all Laws governing the use, storage, and disposal of Hazardous Materials, including those Laws cited in Section 12.1 of this Lease.

12.4. Notification to Other Party. During the Lease Term, if either Landlord or Tenant becomes aware of (a) any release of any Hazardous Material on, under, or about the Premises, the Building, or the Property or (b) any investigation, proceeding, or claim by any governmental agency regarding the presence of Hazardous Material on, under, or about the Premises or the Building, that party shall give the other party written notice of the release or investigation within three (3) days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

12.5. Remediation Obligations. If the presence of any Hazardous Material brought onto the Property, the Building, or the Premises by either Landlord or Tenant or by Landlord's or Tenant's employees, agents, contractors, or invitees results in contamination of the Property, the Building or the Premises, that party shall promptly take all necessary actions, at its sole cost and expense, to return the Property, the Building, or the Premises, as the case may be, to the condition that existed before the introduction of such Hazardous Material. If Landlord undertakes any cleanup, remediation, detoxification, or similar action pursuant to this Section 12.5 as a result of the presence, release, or disposal in or about the Property, the Building, or the Premises of any Hazardous Material, and that action requires that Tenant be denied access or use of the Premises to conduct its business on the Premises for a period of greater than two (2) business days, Base Rent payable under this Lease shall be abated for the period that Tenant is unable to conduct its business in the Premises, unless such cleanup, remediation, detoxification, or similar action pursuant to this Section 12.5 is due to Tenant, Tenant's employees, agents, contractors, or invitees.

12.6. Indemnifications. Landlord and Tenant shall, at that party's sole expense and with counsel reasonably acceptable to the other party, indemnify, defend, and hold harmless the other party and the other party's shareholders, directors, officers, employees, partners, affiliates, agents, and successors with respect to all losses arising out of or resulting from the release of any Hazardous Material in, on, under or about the Property, the Premises or the Building, or the violation of any environmental law, by that party or that party's agents, assignees, subtenants, contractors, or invitees. This indemnification includes all losses, costs of characterization, costs of removal, remedial actions, repairs, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or earlier termination of this Lease.

12.7. Medical Waste. For purposes of this Lease, "Medical Waste" shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant. During the Lease Term, Tenant shall not dispose of medical waste in the trash receptacles provided by Landlord at the Property, Building, or Premises. Notwithstanding anything to the contrary contained in this Lease or any exhibit to this Lease, Tenant shall at all times during the Term have the right, in a manner consistent with applicable law, to (a) determine the kind of container in which to store medical waste in the Premises prior to its disposal, (b) dispose of medical waste generated in the Premises, and/or (c) retain the services of a licensed independent contractor to dispose of the medical waste generated in the Premises.

ARTICLE 13 - INDEMNIFICATIONS

13.1. Indemnification by Tenant. Tenant agrees to indemnify and hold Landlord harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Tenant's conduct, management of Tenant's business, use and occupancy of the Premises, construction of Alterations, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Tenant, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Tenant responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord by reason of such claim as is described in the initial sentence of this paragraph, Tenant, upon written notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.

13.2. Indemnification by Landlord. Landlord agrees to indemnify and hold Tenant harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Landlord's conduct, management of Landlord's business, construction of improvements by Landlord including Landlord's Work, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Landlord, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Landlord responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Tenant, its agents, servants, contractors or employees. In case of any action or proceeding brought against Tenant by reason of such claim as is described in the initial sentence

of this paragraph, Landlord, upon written notice from Tenant, covenants to defend such action or proceeding by counsel reasonably acceptable to Tenant.

ARTICLE 14 - DAMAGE AND DESTRUCTION

14.1. Partial Damage or Destruction. If no more than twenty-five percent (25%) of the Property, Building, Premises or parking areas are partially destroyed from any cause and such damage or destruction renders the Premises partially inaccessible or unusable, Landlord shall promptly restore the Property, Building, Premises or parking areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Base Rent shall be abated for the portion of the Premises not occupied by Tenant during the time of such restoration and for any portion of the Premises which may be occupied by Tenant but which are unfit for the purposes permitted under this Lease. In the event that Landlord fails to restore the Property, Building, Premises or parking areas, as the case may be, within the one hundred eighty (180) day timeframe provided herein, Tenant shall have right to terminate this Lease upon ten (10) days' notice to Landlord or exercise its rights under Section 17.4 of this Lease. Notwithstanding the foregoing, Landlord shall not be required to make any repairs or restorations that are prohibited by law, and Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof. Landlord's obligations to restore under this Section 14.1 shall in any event be limited to the extent of the insurance proceeds available to Landlord for such restoration, provided, however, in no event shall Tenant be obligated to cover any shortfall. Promptly after completion of the required restoration by Landlord, Tenant shall promptly proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore Tenant's Improvements and Alterations, in accordance with Section 1.6 and Article 5 of this Lease.

14.2. Complete Damage or Destruction. If twenty-five percent (25%) or more of the Property, Building, Premises or parking areas are destroyed from any cause, such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Landlord shall, within sixty (60) days after the date of the casualty, commence its reconstruction. The following provisions shall apply in the event of a complete destruction:

- (a) Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Landlord's commercially reasonable determination of period for reconstruction will exceed two-hundred and seventy (270) days from the date of the casualty;
- (b) Base Rent shall be fully abated during the period beginning on the date of the casualty and ending on the date of completion of Landlord's restoration obligations as provided in this Article 14. If Tenant occupies a portion of the Premises during Landlord's restoration of the Premises, Base Rent shall be abated only for the portion of the Premises not occupied by Tenant.

14.3. Damage Near End of Term. Notwithstanding any other provision of this Article 14 to the contrary, if any portion of the Property, Building, Premises or parking areas are destroyed or damaged by a casualty during the last twelve (12) months of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease by giving ten (10) days written notice to the other party within thirty (30) days of the date of the casualty.

14.4. Effective Date of Termination; Rent Apportionment. If Landlord or Tenant elects to terminate this under this Article 14 in connection with a casualty, Tenant shall pay Base Rent properly apportioned up to the date of the casualty. After the effective date of the termination,

Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

14.5 Availability of Insurance Proceeds. Notwithstanding the foregoing provisions of this Article 14, Landlord may terminate this Lease with no further liability to Tenant whatsoever in the event that following any fire or other casualty of any part of the Premises, any party holding a mortgage, trust deed or similar lien on Landlord's interest in the Premises elects to require the application of the insurance proceeds to reduce the indebtedness secured by such mortgage, trust deed or similar lien.

ARTICLE 15 - CONDEMNATION

15.1. Condemnation. If any portion of the Premises or the parking lot serving the Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose or is sold to the condemning authority in lieu of condemnation, and such condemnation renders the Premises inaccessible or unusable, Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party. Tenant shall have the right to make such claims as may be available to Tenant under applicable law, provided such claims do not reduce the amount of condemnation proceeds available to Landlord.

15.2. Apportionment of Base Rent. If this Lease is terminated under this Article 15, Tenant shall only be obligated to pay Base Rent for the period up to, but not including, the termination date of this Lease. Landlord shall return to Tenant any prepaid Base Rent allocable to any period on or after the Termination Date.

ARTICLE 16 - ASSIGNMENT AND SUBLEASING

16.1. Restriction on Landlord's Right to Alienate Property. Prior to the Commencement Date, Landlord shall not be permitted to sell or otherwise transfer any portion of its interest in the Property or under this Lease without first obtaining the written consent of Tenant, which Tenant may grant or withhold in its sole discretion.

16.2. Restricted Transfers by Tenant. Except as provided in Section 16.3 of this Lease, Tenant shall not assign, sublease or otherwise encumber any part of its interest in this Lease or in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Concurrent with Tenant's written request for Landlord's consent to a transfer, Tenant shall provide Landlord with (a) information regarding the proposed transferee, including their name, address, and ownership profile, (b) the nature of the proposed transferee's business and anticipated use of the Premises; (c) current audited financial statements of the proposed transferee, and (d) all material terms of the proposed transfer, including the base rent to be paid by the proposed transferee for the term of the proposed assignment or sublease, the portion of the Premises to be transferred, a general description of any planned alterations or improvements to be made by the proposed transferee to the Premises, the effective date of the transfer, and copies of other relevant documentation concerning the proposed transfer to the extent then available.

16.2.1. Standard of Landlord's Reasonableness. It shall not be deemed unreasonable for Landlord to withhold consent to subletting or assignment by Tenant under this Lease if Landlord in its sole judgment determines that the proposed transferee (a) is of a character or is engaged in a business which is not in keeping with Landlord's standards for the Property, as determined solely by Landlord; (b) has a use which conflicts with the general character of the Property; (c) does not meet the then current commercially reasonable financial standards required by

Landlord; or (d) is unacceptable because Tenant is in default beyond any applicable cure period under this Lease at the time of the request for Landlord's consent. Consent given by Landlord to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting.

16.2.2. Release of Tenant. If Landlord consents to any Restricted Transfer, Tenant and any guarantor of this Lease shall thereafter be released from all liability under this Lease accruing after the date of the Restricted Transfer.

16.3. Permitted Transfers by Tenant. Notwithstanding Section 16.1, Tenant may assign this Lease or sublease the Premises in whole or in part, upon written notice to Landlord, but without the consent of Landlord to:

- (a) any entity into which or with which Tenant has merged or consolidated;
- (b) any parent, subsidiary, successor, or wholly-owned affiliated entity of Tenant;
- (c) any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Tenant;
- (d) any partnership, the majority interest of which shall be owned by Tenant or a parent, subsidiary, successor or wholly-owned affiliate entity of Tenant;
- (e) any purchaser of substantially all of Tenant's assets located at the Premises, provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment or subletting; or
- (f) as a subtenant only, any doctor or medical director associated with Tenant, provided that no more than ten percent (10%) of the Premises are transferred pursuant to this Section 16.2(f).
- (g) any other party, provided that Tenant and any guarantor of this Lease agree in writing to remain liable under this Lease.

Neither Tenant nor any guarantor of this Lease shall be released from liability accruing under this Lease after the date of any Permitted Transfer. Tenant shall deliver written notice of any Permitted Transfer to Landlord with copies of documents evidencing such Permitted Transfer within thirty (30) days after the effective date of such Transfer which notice shall include: (a) a reference to the Property, Premises and this Lease, (b) the name and address of the Permitted Transferee, and (c) the effective date.

16.4. Right to Collect Base Rent. If this Lease is assigned, Landlord shall collect Base Rent directly from the assignee. If all or part of the Premises is subleased and Tenant defaults, Landlord shall have the right to collect the base rent payable by the sublessee to Tenant directly from the sublessee provided that Landlord shall apply all amounts collected to Tenant's monetary obligations under this Lease.

ARTICLE 17 - DEFAULTS AND REMEDIES

17.1. Default by Tenant. The occurrence of any of the following shall constitute a default by Tenant under this Lease:

- (a) Tenant's failure to pay when due any Base Rent or any other monetary obligation required to be paid under this Lease if the failure continues for ten (10) days after Tenant's receipt of written notice of its failure from Landlord to Tenant;
- (b) Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after Tenant's receipt of written notice of its failure from Landlord to Tenant. If the required cure of the noticed default cannot be completed within thirty (30) days,

Tenant's failure to perform shall not constitute a default under this Lease if Tenant has taken steps to cure the failure and is diligently and continuously attempting to complete the cure (not to exceed one hundred twenty (120) days; or

- (c) The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days; or
- (d) The execution by Tenant or any guarantor of this Lease of an assignment for the benefit of creditors.

17.2. Landlord's Remedies on Tenant's Default. Upon the occurrence of any event of default by Tenant, Landlord shall have the following rights and remedies, each of which shall be cumulative and nonexclusive:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and, if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages under this Lease enter upon and take possession of the Premises and expel or remove Tenant from the Premises or any part thereof, without being liable for prosecution or any claim or damages therefore;
- (b) Recover from the following sums from Tenant:
 - (i) any unpaid rent which has been earned at the time of such termination plus accrued interest thereon at the rate ten percent (10%) per annum; plus
 - (ii) the net present value, using a discount rate equal to four percent (4%) per annum, of the unpaid rent for the balance of the Lease Term less any rental loss that Tenant proves could have been reasonably avoided; plus
 - (iii) any amounts reasonably expended by Landlord to restore the Premises to the condition the Premises were in as of the Commencement Date of this Lease;
- (c) Cure any default by Tenant by making any payment required to be made by Tenant (other than payments of Rent) or performing any of Tenant's other obligations under this Lease. Tenant shall repay any sums expended by Landlord pursuant to this Section within ten (10) days of Landlord's submission to Tenant of invoices and proof of payment. In the event that Tenant fails to reimburse Landlord hereunder, interest shall accrue on such sums at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default; and
- (d) Accept any payments made by Tenant without waiving any rights under this Lease, including any rights that Landlord has to fully address and seek remedy for Tenant's default.

17.3. Default by Landlord. Landlord's failure to perform any its obligations under this Lease shall constitute a default by Landlord under the Lease if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. If the required cure of the noticed default cannot be completed within thirty (30) days, Landlord's failure to perform shall not constitute a default under this Lease if Landlord has taken steps to cure the failure within thirty (30) days and is diligently and continuously attempting to complete the cure (not to exceed one hundred twenty (120) days).

Landlord hereby acknowledges that the infiltration of water into the Premises represents a health and safety hazard to Tenant, its employees, and its patients. Therefore, notwithstanding anything to the contrary contained in this Section 17.3, Tenant shall have the right to exercise its rights pursuant to Section 17.4 of this Lease in the event that Tenant provides Landlord with written notice of a roof leak or other water infiltration into the Premises and Landlord fails to fully repair the same within five (5) business days.

17.4. Tenant's Right of Self Help. In the event of a default of this Lease by Landlord pursuant to Section 17.3, Tenant shall have the right, without waiving any claim of damages for breach of this Lease, at any time thereafter to cure such default for the account of Landlord. In exercising its self help rights pursuant to this Section 17.4, Tenant shall have the right to use contractors of its choosing. Landlord hereby grants to Tenant and Tenant's contractors a license, effective during the Lease Term, to enter those portions of the Property, Building, and Premises that are reasonably necessary for Tenant to take such action. Any reasonable amount paid or any liability reasonably incurred by Tenant in exercising its self help rights pursuant to this Section 17.4 shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore within ten (10) days of Tenant's submission of invoices and proof of Tenant's payment of such invoices. In the event that Landlord fails to reimburse Tenant as provided herein, such failure shall be considered a material breach of this Lease and the following provisions shall apply:

- (i) Interest shall accrue on such unpaid amounts at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate; and
- (ii) Tenant may deduct the full cost incurred in curing Landlord's default and any accrued interest thereon pursuant to Section 17.4(i) of this Lease from future payments of Base Rent.

ARTICLE 18 - HOLDING OVER

18.1. Holdover Rent. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant's occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease except that (a) Base Rent shall be equal to One Hundred Twenty-Five hundred percent (125%) of the Base Rent paid by Tenant to Landlord for the month in which this Lease expired or was otherwise terminated and (b) Tenant shall not have any right to extend the Lease Term.

18.2. Limitation on Tenant's Liability for Holdover. Tenant shall not be liable for any damages sustained by Landlord on account of Tenant's holdover unless Landlord provides Tenant with thirty (30) days written notice to vacate the Premises and Tenant thereafter fails to do so.

21.2. Non-Disturbance and Attornment. Provided that Tenant's occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord's interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any Encumbrance or underlying lease, or operation of law, and to recognize such transferee as the new landlord under this Lease. In the event any Encumbrance holder notifies Tenant of such a transfer of Landlord's interest in the Property, Landlord agrees that Tenant shall not be liable for making payments of Base Rent or any other sums due pursuant the terms of this Lease directly to the transferee.

21.3. Modifications of Lease Required by Landlord's Lender. If any institutional lender of Landlord requests a modification of this Lease, Tenant shall endeavor in good faith to agree to that modification and to prepare and execute an amendment to this Lease so long as (a) Base Rent and any other amounts required to be paid under this Lease are not changed, (b) the time for and manner of payments under this Lease are not changed, (c) the Lease Term (including any Option Terms and the times governing Tenant's exercise of any options) is not changed, (d) Tenant's possession of the Premises and rights to possession and use of other parts of the Building and Property are not changed, (e) Landlord's obligations to Tenant under this Lease are not reduced, (f) Tenant's obligations to Landlord under this Lease are not increased, and (g) the proposed modification does not materially or adversely change the other rights and obligations of Tenant under this Lease or applicable law. As a condition of Tenant's obligation to execute an amendment, Landlord shall reimburse Tenant for its costs, including reasonable attorney fees that are incurred in connection with the review, negotiation, and preparation of the amendment.

ARTICLE 22 - FORCE MAJEURE

22.1. Force Majeure. Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

ARTICLE 23 - SIGNS

23.1. Building Name; Landlord's Signage Rights and Obligations. Subject to Tenant's signage rights under this Article 23, Landlord may at any time change the name of the Building and install, affix, and maintain all signs on the exterior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant may use the name of the Building or pictures or illustrations of the Building in its advertising or other publicity during the Lease Term.

23.2. Tenant's Signage Rights. Tenant shall have the right, at its sole cost and expense, to erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on the Building, the Property and/or exterior monuments where other tenant's signs are located. In addition, Tenant shall have the right to install directional signs in the parking areas of the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 23.2 shall be subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. All such signs and the location thereof shall be subject to local ordinances governing the same and it shall be Tenant's responsibility to comply fully with local ordinances.

ARTICLE 19 - SURRENDER OF PREMISES

19.1. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove all debris and rubbish from the Premises. Tenant shall quit the Premises and surrender possession thereof to Landlord in broom clean condition and in good condition and repair consistent with Tenant's duty to make repairs as provided herein, except for reasonable wear and tear and damage caused by acts of God, Landlord, casualties, and/or condemnation.

19.2. Removal of Tenant's Trade Fixture and Personal Property. Tenant shall remove from the Premises all movable trade fixtures and personal property of Tenant including furniture, equipment, freestanding cabinetwork, and other articles of personal property owned by Tenant. Tenant's water treatment equipment and process piping shall be considered one of Tenant's trade fixtures for purposes of this Lease. Tenant shall repair all damage to the Premises and the Building resulting from such removal. If Tenant fails to remove any of its trade fixtures or personal property on or before the expiration or earlier termination of this Lease, said trade fixtures and personal property shall become the property of Landlord.

19.3. Removal of Leasehold Improvements and Alterations. Tenant shall have the right, but not the obligation, to remove Alterations installed on or in the Premises by Tenant during the Lease Term pursuant to Article 5 of this Lease. In the event that Tenant removes any Alterations pursuant to this Section 19.3, Tenant shall, at Tenant's expense, repair all damage to the Building and the Premises resulting from such removal. In the event Tenant does not remove any Alterations prior to the expiration or earlier termination of this Lease, such Tenant Alterations not so removed shall be conclusively deemed abandoned by Tenant and title thereto shall pass to Landlord without any payment or credit to Tenant.

ARTICLE 20 - ESTOPPEL CERTIFICATES

20.1. Obligation to Provide Estoppel Certificates. Within fifteen (15) days after receipt of a written request by Landlord, Tenant shall execute and deliver a commercially reasonable estoppel certificate or other form required by any existing or prospective lender, mortgagee, or purchaser of all or part of the Property or the Building. Tenant shall be permitted to indicate in the estoppel certificate any exceptions to the statements contained therein that may exist at the time Tenant executes the certificate. Tenant shall also execute and deliver such other documents or instruments may be reasonably required for the purpose of supporting Landlord's underlying transaction.

ARTICLE 21 - SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN

21.1. Automatic Subordination of this Lease. This Lease shall at all times be subject and subordinate to the lien of any mortgages, deeds of trust, ground leases, or other encumbrances recorded now or subsequently against the Premises or the Property and all renewals, modifications, re-financings and extensions thereof (collectively, "Encumbrances"). This clause shall be self-operative, but within twenty-one (21) days after the receipt of a written request from Landlord or any Encumbrance holder, Tenant shall execute a commercially reasonable subordination agreement together with any customary additional documents evidencing the priority of the Encumbrance and the subordination of this Lease with respect to such Encumbrance. Notwithstanding the foregoing, Tenant shall not be required to execute any agreement or other documentation that materially increases Tenant's obligations during the remainder of the Lease Term or adversely alters or negates any of Tenant's rights and remedies granted under this Lease or applicable law.

23.3 Compliance with Laws. Notwithstanding anything contained in this Article 23 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

23.4. Removal of Tenant's Signs Upon Lease Termination. Tenant shall promptly and permanently remove all of its signs installed pursuant to Section 23.2 of this Lease upon the termination or earlier expiration of this Lease.

ARTICLE 24 - PARKING

24.1. Grant of Parking Rights. Landlord, at no cost to Tenant, shall provide Tenant with parking for Tenant's employees and patients in a location adjacent to the Premises in accordance with Exhibit B. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations.

ARTICLE 25 - BROKERS

25.1. Brokers. Landlord and Tenant hereby represent to each other that they know of no real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. The terms of this Article 25 shall survive the expiration or earlier termination of this Lease.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

26.1. Quiet Enjoyment. Provided that Tenant performs all of its obligations under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or any party claiming by, through, or under Landlord.

26.2. Minimization of Interference. Landlord shall use commercially reasonable efforts to exercise its rights and perform its obligations under this Lease in such a way as to minimize any resulting interference with Tenant's use of the Premises. Tenant shall exercise its rights and perform its obligations under this Lease in such a way as to reasonably minimize any resulting interference with the operation of the Property and the Building.

26.3. Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law. In no event shall the provisions of this Section 26.3 limit, hinder or otherwise prevent Tenant from exercising any of its offset rights pursuant to the terms of this Lease.

26.4. No Waivers. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation

continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing, and such written waiver shall affect only the provision(s) specified and only for the time and in the manner stated in the writing.

26.5. Captions. The captions of articles and sections of this Lease are for convenience only and shall have no effect on the interpretation of the provisions of this Lease.

26.6. Time of the Essence. Time is of the essence of this Lease and each of its provisions.

26.7. Recording—Memorandum of Lease. This Lease shall not be recorded but, at the request of the other party, Landlord and Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease. The costs of recording any memorandum of lease shall be borne by the party requesting its execution.

26.8. Authority. Landlord and Tenant each warrant and represent to each other that the individuals executing this Lease are duly authorized to execute and deliver this Lease and, once fully executed and delivered, this Lease constitutes a valid, legal and binding obligation enforceable in accordance with the terms and conditions contained herein.

26.9. Binding Effect. This Lease shall bind and benefit the parties to this Lease and their legal representatives and successors in interest.

26.10. Governing Law; Venue. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located without regard to the conflict of law principles thereof. Any action or proceeding in respect of any claim arising out of or related to this Lease, whether in tort or contract or at law or in equity, shall be filed in the state or federal court of competent jurisdiction located geographically closest to the Premises.

26.11. Attorney Fees and Costs. If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and all incurred court costs.

26.12. Interpretation of Lease Provisions. Landlord and Tenant hereby acknowledge that the terms and conditions of this Lease were reached after an arms length negotiation, that both parties participated in the drafting and preparation of this Lease, and that both parties had the opportunity to seek the advice of counsel prior to the execution and delivery of this Lease. As such, Landlord and Tenant hereby agree that the rule of construction that a document be construed most strictly against the party that prepared the document shall not be applied.

26.13. Severability. If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses shall not be affected.

26.14. Exhibits; Entire Agreement; Amendments. The Exhibits attached to this Lease are a part of this Lease and incorporated into this Lease by reference. This Lease and all exhibits thereto constitute the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to Tenant's lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Lease by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Lease. This Lease may be amended only by an agreement in writing signed by Landlord and Tenant.

26.15. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be made in writing and sent by prepaid certified mail with return receipt requested or by a nationally recognized overnight delivery service (e.g. Federal Express, DHL,

United Parcel Service) with charges prepaid or charged to the sender's account and sent to the following addresses:

If to Landlord: Monmouth 1.0 LLC
10531 Timberwood Circle Suite D
Louisville, KY 40223
Attn: Chad Middendorf

with a copy to: Noble Law Group LLC
79 West Monroe Street, Suite 801
Chicago, IL 60603
Attn: Scott Sinar

If to Tenant: Fresenius Medical Care of Illinois, LLC
At the Premises

with a copies to: Fresenius Medical Care of Illinois, LLC
c/o Fresenius Medical Care North America
Attention: Law Department
920 Winter Street
Waltham, MA 02451

All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 26.15.

26.16. Consents. Unless a different standard is specifically stated in the applicable section of this Lease, whenever the consent of either party is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

26.17. Zoning. Landlord warrants and represents that the Premises is currently or will be prior to the Commencement Date zoned for Tenant's use and is not located within a Flood Plain.

26.18. Conditions, Covenants and Restrictions Affecting Title. Landlord hereby represents and warrants to Tenant that, except as provided in Exhibit D, there are no conditions, covenants and/or restrictions affecting Landlord's title to the Property that (i) conflict with any of the terms or conditions contained in this Lease or (ii) prohibit Tenant's permitted use of the Premises pursuant to Section 6.1 of this Lease. Copies of all documents that may conflict with the terms of this Lease or affect Tenant's use of the Premises, the Building, the Property or the parking areas are attached hereto as Exhibit D.

26.19. Exclusivity. Provided that Tenant is then open and operating within the Premises, and is not then in default under any of the provisions of this Lease, Landlord, its affiliates and subsidiaries shall not lease space or sell real property within a five (5) mile radius of the Property to any other tenant/ buyer for the purpose of the Permitted Use.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

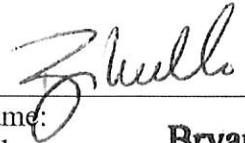
LANDLORD:

Monmouth 1.0 LLC


Name: Chad Niddendorf
Title: Manager

TENANT:

Fresenius Medical Care of Illinois, LLC


Name: _____
Title: **Bryan Mello**
Assistant Treasurer

26.20. W-9. In connection with Tenant's payment of Base Rent, Landlord shall provide the applicable information and sign the W-9 Form attached hereto as Exhibit E.

SIGNATURE PAGE FOLLOWS

EXHIBIT B**IN-CENTER BUILDING SHELL WITH INTERIOR BUILD-OUT TURNKEY EXHIBIT
"PREMISES"****GENERAL INFORMATION**

A "Building Shell with Interior Build-out Turnkey Premises" construction project is one in which Landlord constructs a building shell structure, utilities, parking, landscaping, and site improvements with interior build-out improvements to Tenant's specifications. Tenant's specifications are intended to allow Landlord's completed project to function as a dialysis facility upon Tenant's addition of office and other furniture, dialysis machines and supplies, water treatment equipment, piping, and valve panels, solutions distribution system equipment and piping, patient television equipment and telephone equipment (all of which shall be Tenant's responsibility to purchase and install).

Landlord is to provide the Tenant a site survey (ALTA) in an AUTOCAD file format which shall include but not limited to property boundaries, utility locations, roads curbing, sewers and topography. Landlord shall be responsible for hiring Registered Architects, Engineers, and any other persons necessary to prepare and present to Tenant (all of which shall be referred to collectively as the "Shell Plans"): a complete set of construction documents for the building shell (which shall be based on the preliminary plan of the building shell and interior build-out prepared by the Tenant and approved by the Landlord and a site plan containing but not limited to the property boundaries, set-backs, curb cuts, topography, parking layout, exterior lighting depiction of the location of all incoming required utilities, including, but not limited to: Electrical service, Gas service, Domestic Water supply, Waste Line (Sewer), Telephone service, and Cable TV service sufficient for permitting and construction. The Landlord's Architect/Engineers, after signing a confidentiality agreement, shall receive the Tenant's proprietary details and Master Specifications to incorporate into the Plans. The first set of Plans (the "Draft Plans") shall be 50% complete construction documents, and shall be presented to Tenant for Tenant's approval and/or modifications. The cost of any such modifications shall be the sole responsibility of the Landlord, provided all such modifications shall be consistent with the various descriptions of the anticipated construction contained in this Lease. A final set of Plans 100% (the "Final Plans") shall be submitted to Tenant for Tenant's approval. The Landlord shall be responsible for hiring tenant-approved Registered Architects, Engineers, and other persons necessary to prepare and present to Tenant (all of which shall be referred to collectively as the "Interior Build-out Plans"): a complete set of construction documents for the interior build-out of the shell (which shall be based on the preliminary plan of the building shell and interior build-out prepared by the Tenant and approved by the Landlord. The Landlord's Architect and Engineer are required to review and approve all project submittals to assure that they are in accordance with the standards outlined in this document. If the shell Architect and interior build-out Architect are separate entities, the Landlord's shell Architect must coordinate designs with the interior build-out architect. Final Plans are to be submitted in AutoCAD 2004, PDFs and hardcopy to Tenant's Project Manager.

All plans and construction shall be completed in compliance with all applicable laws, codes, and regulations, including zoning requirements and all authorities having jurisdiction. In addition when required, all plans and construction must meet Chapter 20 of NFPA 101, Life Safety Code 2000 and all other referenced NFPA codes, if required by CMS' "Final Rule". Landlord will secure any/all required federal, state and/or local inspections for this Turnkey Project. The Landlord is required to have the Tenant's Project Manager involved in but not directly managing the design process, bidding process, selection of the General Contractor and the construction process of both the building shell and the interior build-out. Landlord shall provide to tenant all necessary documents for code, regulatory reviews or inspections.

FMS OUTLINE SPECIFICATIONS
FRESENIUS MEDICAL CARE - NORTH AMERICA

1. **Insurance:** The Contractor must carry \$2,000,000 minimum coverage of Workman's Compensation & General Liability Insurance.
2. **Owner Furnished Equipment:** The Contractor shall be responsible for receiving, storing and protecting the Tenant's equipment which is delivered to the job site.
3. **Workmanship & Codes:** All work shall conform to best industry standards, and all materials shall be new, first quality, and installed in strict accordance with manufacturer's instructions and recommendations. All standards provided and work performed must conform and/or be adjusted to conform to any and all applicable codes.
4. **Plans:** Complete architectural and engineering plans for the building structure and finish interior to be prepared at 1/4" = 1'-0" scale by the Landlord's registered architect and engineers, utilizing all appropriate Tenant supplied details. "Final Plans" shall include but not limited to:

A. **TITLE SHEET**

Building Classification
 Building Owner
 Location Map & Plan
 Zoning and Applicable Codes
 Drawing Index
 Project Address
 Project Team
 Building Square Footage

B. **LIFE SAFETY**

Life Safety Plan

C. CIVIL

Existing Topographical Survey and Site Plan
Proposed Topographical Survey and Site Plan
Utility Plan
Grading and Drainage Plan
Storm Water & Sediment Control Plan
Sanitary Sewer Detail Sheet
Water System Detail Sheet
Electrical System Detail Sheet
Landscape and Irrigation Plan
Roadways / Parking Plan, Sections and Details
Site Lighting Plan

D. STRUCTURAL

Footing/ Foundation Plan, Sections and Details
Column Schedule and Details
Roof Framing Plan, Sections and Details
Slab Plan and Details
Roof Deck Plan and Details
Framing Elevations and Details

E. ARCHITECTURAL

Architectural Site Plan
Floor Plans
Roof Plans
Reflected Ceiling Plans
Building Elevations
Exterior and Interior Wall Sections
Interior Elevations
Exterior and Interior Window/ Door Schedule and Details
Cabinet Sections and Details
Finish Schedule and Plan
Furniture Plan

F. MECHANICAL

HVAC Floor Plan
HVAC Reflected Ceiling Plan
HVAC Roof Plan
Equipment, Diffusers and Fan Schedules and Details

G. ELECTRICAL

Electrical Site Plan
Electrical Power Plan
Electrical Communications Plan
Electrical Lighting Plan and Schedules
Low Voltage, Telephone/ Data, Fire Alarm Plans
Electrical Panel Schedule and Risers

H. **PLUMBING**

Sanitary Waste and Vent Floor Plan and Isometric
Domestic Water Floor Plan and Isometric
R.O. and Concentrate Sleeving Floor Plan
Natural Gas and Combustion Air Floor Plans
Plumbing Fixture Schedule, Details and Specifications

I. **FIRE PROTECTION**

Fire Sprinkler Piping Plan
Sprinkler Riser, Schedules and Details
Hydraulic Calculations

J. **PROCESSED WATER (ME-1)**

Provided by Tenant

5. **Utilities Permits and Fees:** The Landlord shall secure and pay for all utilities (water, electrical, gas, sewer, and refuse) used during the construction period, and all permits and fees necessary for complete construction, including all tap, impact development fees, water, gas and electric meters and/or all assessments.
6. **Clean up & Safety:** The Landlord is responsible for keeping the site in a safe and clean condition at all times.
7. **Telephone:** The Landlord shall have a job site telephone installed at the start of the job and removed after final punch of the job with the approval of the Tenant's Project Manager.
8. **Civil (Site Work)**
 - A. All site engineering required for permitting and construction to be performed by the Landlord's Civil Engineer. Site plans must be prepared by a registered Civil Engineer and submitted to the Tenant for review and approval before any work is started.
 - B. Provide clearing, grubbing, fill, blasting, grading, excavations, and other work necessary to prepare the site for development.

- C. The Landlord is responsible for bringing all utilities to the building including water, electrical, natural gas, sanitary sewer, storm drainage, telephone, cable and fire protection (sprinklers) in the sizes and water pressures shown in the utility matrix below. All utilities listed below shall be exclusive for Tenant use with Tenant specific utility meters. Utility termination is to be within the Tenant's space and located at location mutually agreed upon by Tenant and Landlord. Landlord to provide backflow preventer for domestic water, sprinkler and landscape irrigation in hot boxes. Landlord is responsible for all impact fees and tapping fees. All MEP rooms located outside of Tenant space must be accessible to Tenant's staff at all times. Landlord to provide minimum 25 pair phone cable.

Landlord is to provide 2 dedicated (4") conduits to the building and/ or roof penetration for Cable TV (if available) or satellite, internet and telephone. Terminate inside building within the wiring closet at location designated by the Tenant.

Utility Matrix

Service	Number of Patient Stations and Training Rooms Designed For							
	6	8	12	16	20	24	28/32	36/40
City Water (Minimum) (A minimum sustainable dynamic pressure of 60 psi is required)	2"	2"	2"	2"	2"	2"	3"	3"
Sanitary Waste (Dedicated for Tenant use)	4"	4"	4"	4"	4"	4"	4"	4"
208V, 3 phase, 4w Electrical (amps)**	400	400**	600	600	600	800	800	1000
Natural Gas* (MBH)	250	300	350	450	600	720	850	1100
Building Sq. Ft.	3200	3500	4400	5800	8000	9500	10500	12800

* If natural gas is not available, then electric service will need to be sized by Tenant's Electrical Engineer.

** 230 V Δ (Delta) Service shall be 600 AMP minimum. Electrical power to terminate inside Tenant's space at a location approved by the Tenant within a single main distribution panel dedicated solely for Tenant's use.

- D. Site design and building orientation must allow for easy access to patient drop-off, parking, and easy turn around, as well as easy access for delivery trailer trucks, sanitary vehicles and unobstructed access to building by fire rescue. Traffic should circulate in a counterclockwise direction providing safe and coherent traffic flow. Single lanes shall have 12'-0" min. width

and curved lanes 14'-6" min., each additional lane 12'-0". Multiple straight lanes shall be 10'-6" min.

Landlord to provide Roadways & Parking consisting of 2½" bituminous concrete on a 6" compacted base for general parking & roads. Service/delivery/dumpster(s) areas shall be constructed of 6" minimum 3000 PSI reinforced Portland cement concrete on an 8" compacted base. Wheel-stop curbs shall be precast concrete or granite (if required by local codes). Bituminous curbing is not an acceptable option. Concrete delivery ramps must meet 1:12 slope max. and 6' clear width min.

Provide parking spaces at the minimum rate of 1 per 250 square feet of building area or per local codes, whichever is greater. Auto parking spaces shall be 8'-0"W min. x 20'-0"L and designed so parked vehicles do not obstruct adjacent routes of travel. Provide HC parking at a rate of 10% of total parking spaces or per local code, whichever is greater. One HC parking stall must be designated as van parking. HC parking must be located along building where patients will not cross active drive aisles and along accessible pathway(s) to the building entrance. Provide parking lot striping for standard and handicap, HC designation and signage. Parking is prohibited from being located directly adjacent to building exterior.

Provide a covered patient drop-off area (porte cochere) at patient entrance. Drop off and queuing zone cannot overlap vehicular way or obstruct traffic, should be marked as a "no parking" area, and provide a minimum vehicle queuing area 20' long. Provide a reinforced concrete vehicle pad flush with the patient building entrance, curb cuts, HC ramp and accessible sidewalks under the porte cochere. Provide fire suppression system in to porte cochere ceiling to meet NFPA 13 and all state and local codes. Provide painted metal bollards to protect the walkway, porte cochere columns, patient entrance, and all emergency exit doors if located adjacent to parking or driveways. Provide continuous reinforced concrete ADA accessible sidewalks from all building exits to patient drop-off area (porte cochere). Porte cochere should provide a 14'-0" high vehicle clearance and a 20'-0" min. gabled roof or parapet height to accommodate FMC signage. The porte cochere must provide a min. covered area of 500 sq. ft. with a min. 20' clear width to accommodate a 14' wide drop-off vehicle lane and additional patient entrance door clearance requirements.

Accessible aisles servicing cars and van parking spaces shall be 60" wide min. and shall extend the full length of the parking spaces they serve. Aisles must be marked to discourage parking and must not overlap the vehicular way. Accessible aisles servicing vans can be located at either side of parking space except at angled van parking spaces which shall have access aisles located on the passenger's side of the parking spaces.

Provide adequate turning and maneuvering space for a 55 ft. trailer plus tractor truck to make deliveries to the service area. Layout shall provide 50' direct/ straight access for sanitary vehicles, with 18 feet of vertical clearance over the entire approach and 32 feet above the dumpster enclosure. Landlord to provide a concrete loading area in front of delivery doors. Plans to be submitted to Tenant for review and approval prior to start of work.

- E. Landlord to provide reinforced concrete dumpster pad with enclosure and gates for (2) dumpsters (10 yards each) per Tenant details at a location agreed upon by Tenant and Landlord. Dumpsters shall not be installed behind parking spaces, in front of fire hydrants, or within 5 feet of a combustible wall, opening or building eave. There shall be a 40'-0" unobstructed approach beyond the extent of the enclosure gate opening. Enclosure shall hold the dumpsters and provide a 2-foot clearance from the interior walls to each side of the dumpsters (provide wheel stops or bumpers), and shall be 6 feet high or at least 6 inches above the top of the dumpster. When required, gates must be a minimum of 16 feet wide with no intermediate posts. When gates are opened, they shall not infringe on traffic aisles, gates shall clear 180 degrees when secured open. Extend concrete pad a minimum of 8' in front of gates flush with drive access and provide painted metal bollards to protect enclosure and gates.
- F. Landlord to provide reinforced concrete generator pad with imbedded anchor rods and fence enclosure per Tenants details at location adjacent to Mechanical/ Electrical area, away from air intakes, storm drains and where noise may not interfere with adjacent use. Location agreed upon by Tenant and Landlord. Enclosure and gates to meet at minimum local building codes. Install conduit stub-up in pad and underground connections between pad and building. Generator unit is OFIC. Landlord to take delivery, install and coordinate with generator representative the start-up of the generator.
- G. Provide a concrete loading pad in front of delivery doors constructed of 6" minimum 3000 PSI reinforced Portland cement concrete on an 8" compacted base. Concrete pad must be 8' wide and extend from the building a minimum of 8'. Concrete delivery ramps must meet max. 1:12 slope, min. 6' clear width and ADA compliant handrails and guardrails.
- H. Where roof top units may not be used for HVAC equipment and condenser pad(s) are necessary, provide a typical area of approximately 76" x 38" per unit to include suitable room for pad installation. Size will vary based on unit selection and should be at least 6" greater than the unit's overall base dimensions. Pad shall be one-piece level concrete slab with a min. thickness of 6".
- I. Provide 6" Diameter x 48" height, concrete filled steel pipe bollards painted yellow at each corner of the enclosures (Dumpster and Generator) and as

necessary to protect equipment or enclosure. Bollards shall be provided in front of natural gas mains outside of the facility to prevent accidental contact. Pre-cast cement bollards 12" diameter x 34" high shall be provided if parking spaces or drop-off areas are located immediately adjacent to glazed exterior walls or patient care areas. When there is a grass buffer area or a curb lower than 6" between parking spaces or drop-off area and glazed walls or patient care areas, wheel stoppers shall be provided. When required, pre-cast cement bollards 12" diameter x 34" high shall be provided at column supports for the patient drop-off area and to protect all emergency exit doors if located adjacent to parking or driveways. In locations where there are no curbs or landscaping buffers between vehicular circulation and the building corners, provide bollards for protection.

- J. Landlord to provide site lighting for parking areas and sidewalks including parking lot pole lights at the rate of 1 per 10 parking spaces, side walk illumination, drop off & delivery area illumination, and building mounted lighting. Lighting at every point within a means of egress leading from the building exit to a public way shall be illuminated with a 2 bulb battery backup fixture. All fixtures along the egress path shall have battery backup in case of power failure. Provide general yard lighting from fixtures mounted on building and/or 24'-0" high minimum lighting poles at fence line. All site lighting should meet minimum local standards or 2.0 footcandles on average measured at the walking surface, whichever is more restrictive.
- K. Signage shall identify the facility entrance and exit, the building entry, as well as parking and delivery areas. Landlord to provide underground electric power to a free standing sign location agreed upon by Tenant and Landlord near the driveway entrance. All buildings shall have a street address number on or near the main entrance. Signage shall not be located in a manner that would confuse or obstruct traffic. Signs shall be provided informing drivers of clearances and location of accessible and van accessible parking. Accessibility signage shall be provided per ADAAG and state/local regulations, accessibility signs shall be located at 5'-0" from finished grade or top of sidewalk to the sign's center line. Signs shall be anchored securely to building or on rust inhibitive metal sign posts. When required traffic control signs shall be provided.

Landlord to provide a free standing sign concrete base for Tenant signage with electric power for lighting. When required, provide electrical power for Tenant's building signage. Use Tenant's signage specifications and details and coordinate locations of sign base and building signage with Tenant.

- L. Landscaping design shall take safety, accessibility, screening, sound attenuation and overall aesthetics into consideration. Landlord to provide landscaping and landscaping irrigation system plans per minimum local requirements and submitted to Tenant for review and approval before any

work is started. Landlord is required to install the complete irrigation system with separate meter. When possible, create islands large enough to accommodate a mixture of canopy trees, flowering trees, evergreen trees, shrubs and flowers. Avoid plants that drop fruit and/or sap. Treatment Room shall have priority for most favorable view of landscaped areas. In an effort to eliminate the need for supplemental irrigation, we recommend xeriscaping when possible. Xeriscaping is the use of appropriate regionally available water conserving plants.

- M. Landlord to provide site fencing where required by local authority to meet minimum local standards. Fencing design to be submitted to Tenant for review and approval before any work is started.
- N. Landlord to engage a national licensed professional pest control company for application of federal registered (EPA) termite soil treatment solution after excavation, filling and grading operations are complete. Termiticide shall be applied before placement of under slab, compacted gravel as recommended by the pest control company. Product and installation shall be warranted, by the national pest control company, for a period of 5 years from date of treatments.

9. **Structural**

- A. Landlord to provide soil borings of the site to be reviewed by qualified Geotechnical Engineer to determine bearing capacity and stability of the soil (quantity and location to be approved by Tenant). Foundations and floor slabs must be designed by a registered Structural Engineer.
- B. Landlord to provide engineered foundations of poured in place concrete with appropriate reinforcing.
- C. Landlord to provide structural systems in compliance with all applicable Building Codes. The interior space shall be free of bearing walls, and interior columns, if required, shall be no closer than 38 ft. on center, 44 ft. on center in Texas. Water treatment area floors shall be rated at 100 PSF minimums. The building roof must be flat or a flat roof section large enough to accommodate the rooftop HVAC units with appropriate maintenance space around the units must be provided.
- D. Clear space from the finished slab to the underside of the roof structure (beams, joists or trusses) shall be a minimum of 13 ft.
- E. Ceiling structure must be designed to support the Tenant's soffit and suspended television systems within the patient treatment room area.

- 3) Brick veneer shall include soldier coursing above windows and rowlock coursing at window sills. Acrylic based EIFS, if used shall have architectural details around windows and at the roof edges.
- 4) A port-cochere/ covered drive thru at the main entrance for patient drop off shall be constructed of the same material as the building exterior, and shall have a min. 20' width to accommodate a 14 ft. wide vehicle lane and additional width to accommodate ADA patient entrance door requirements. The covered area shall be a minimum of 500 sq. ft., have recessed down lighting and a minimum vertical clearance of 14 ft. and a 20' min. gabled roof or parapet height to accommodate FMC signage. Clearance height signage to be posted above the traffic entrance. If roof is sloped it shall be designed to minimize the risk of falling snow or ice. Snow cleats, guards, etc. shall be installed.
- 5) All exit doors other than at the porte cochere must be provided with a permanent protective awning. Metal frame and fabric awnings are prohibited. If awning roof is sloped it shall be designed to minimize the risk of falling snow or ice. Snow cleats, guards, etc. shall be installed.
- 6) Insulation of walls and roof shall comply with local energy codes, but in no case shall the roof have less than an R-30 rating, and the walls shall not have less than an R-18 rating.
- 7) If a rated roof structure is to be provided (roof deck, roof trusses, insulation, and layer of gypsum board below the trusses) then a rated "membrane" must be provided that meets or exceeds the rated walls that will terminate into the rated "membrane". The membrane must have a one hour rating and be continuous over the top of the rated walls.
- 8) Roofing system must carry a 15 yr. non-prorated guarantee, from a nationally recognized roofing manufacturer. Metal roofing systems with exposed fasteners are not acceptable.
- 9) Landlord is responsible for providing roof and attic access ladders and hatches. If these provisions are installed outside of Tenant's lease space the ladders and hatches must be accessible to Tenant's staff at all times. Equipment maintenance path, make-up air provisions and lighting shall be provided if attic space exists. Electrical outlets and walkway paths shall be provided at all mechanical units for maintenance as required by code.

- d) **Tech Repair, Emergency Shower/ Eyewash area and entire Medical Waste Room/ Janitor's Closet/ Soiled Utility** – provide 8'-0" high Class "A" FRP (Kemlite) with associated FRP trim @ exposed edges over moisture resistant gypsum board (DensArmor Plus Fireguard).
 - e) **Waiting Room, Conference Room, Coats and Wheelchairs** – Vinyl wall covering over gypsum board above a chair rail and Xorel acrylic backed wall covering (Carnegie) below chair rail. If wheelchair storage is in alcove provide rigid vinyl panel below chair rail and vinyl wall covering over gypsum board above chair rail. All wall coverings to meet Class "A" fire spread rating.
 - f) **Home Hemo/ CAPD** – provide 16" high laminate wall protection panel in a color that compliments the adjacent painted walls located in corner of room behind the dialysis chair. Top edge of the panel shall be at 46" A.F.F.
- 3) **Ceilings:**
- a) **Storage/Mechanical/ Tech Repair** - No ceiling unless required for insulation or code purposes (exposed insulation not allowed).
 - b) **Medical Waste Room/Toilets/Janitor Closet/** - 5/8" moisture resistant gypsum board (DensArmor Plus).
 - c) **Water Treatment Area/ Granuflo/SDS** - Suspended acoustical ceilings with 2'x 2' x 5/8" ACT moisture resistant ceiling tiles. CertainTeed, Baroque, HHF-157, Protectone, Class A ceiling tiles with CertainTeed, 15/16" Classic Aluminum Capped Stab suspended ceiling grid system. All ceiling systems to meet Class "A" fire spread rating. Structural classification for suspension system as recommended by manufacturer for specified seismic region.
 - d) **Vestibule** – 5/8" gypsum board ceiling.
 - e) **Waiting Room, Conference Room and Treatment Room** – 5/8" gypsum board Soffit and suspended acoustical ceilings with 2'x 2' x 5/8" non-directional, sag resistant square edge panels BPB Celotex Baroque "fine fissured BET-154" and Chicago metallic, intermediate duty, 15/16" grid suspension system or USG Radar #2120 with USG DX grid, or Armstrong "Fine Fissured" Tegular #1732 with Armstrong Prelude XL grid (15/16"). All ceiling systems to meet Class "A" fire spread rating. Structural classification for suspension system as recommended by manufacturer for specified seismic region.
 - f) **All Other Areas** (unless type "X" gypsum board required for fire rated construction) – Suspended acoustical ceilings with 2'x 2' x 5/8" non-directional, sag resistant square edge panels BPB Celotex Baroque "fine fissured BET-154" and Chicago metallic, intermediate duty, 15/16" grid suspension system or USG Radar

- F. The Landlord will install all concrete slabs-on-grade over a Class "A" vapor retarder with a water vapor transmission rate not greater than 0.1 perms (per ASTM E-96), directly beneath the slab to prevent transmission of moisture from sub-base and sub-grade soil. All vapor retarder laps and seams must be overlapped by 6 inches (per ASTM E-1643). Proper site preparation, slab construction and use of the vapor retarder following the guidelines established by ASTM E-1745 are required. Landlord will install an interior floor slab of 5" thick concrete with welded wire fabric over the vapor retarder after all under slab sanitary piping and electrical conduit work are complete and per the Tenant's design. Concrete shall have a water/cement ratio of between .48 and .52 and shall be wet cured using burlap or plastic sheeting for added strength and shrink resistance. Concrete floor slab shall conform to ACI 117 to meet tolerances for flatness and levelness. Prior to the installation of resilient flooring material, the moisture content within the cured slab shall be no greater than 90% RH as defined by ASTM F-2170. A slab moisture report is required to be provided to the tenant's representative for verification that the slab meets these requirements. In the event that the tenant's vapor emission requirements are not met, the Landlord (at their own cost) will provide a moisture mitigation system that meets the above requirements and is approved by the tenant. Landlord will caulk all slab control joints prior to the installation of the floor finishes.
- G. The Landlord will compact the soil to 95% compaction beneath the floor slab prior to the installation of under slab piping, scale and electrical conduit. Compaction shall be verified by a testing agency hired by the Landlord.
- H. The Landlord will be responsible for the structural design of the roof system to support the HVAC equipment on a standard roof curb.
- I. Any roof leaders shall be located directly adjacent to an interior column with a maximum 1" clearance between outside face of the leader and the outside face of column.

10. Architectural

A. Exterior Structure

- 1) Exterior walls shall be finished with brick veneer or acrylic based EIFS on the outside and waterproofed to prevent the infiltration of moisture into the building.
- 2) EIFS manufacturer's installation instructions must be submitted to the Tenant's Project Manager for review.

- 10) All windows to be low E, double glazed insulated glass of not less than 10 SF ea., in anodized aluminum frames, and shall be provided at the rate of not less than 1 per 400 sq. ft. of building area. All windows are to be a fixed non-operable type and to have sill tray flashings with stop ends. In addition, at the main entrance an aluminum/glass storefront system of insulated low E glass shall be installed and properly flashed in place (Kawneer VG451T or equal) with an exterior door (Besam SL 500 or Record USA 5100 Series). The main entrance shall include a minimum 8' 0" x 7' 6" vestibule in cold weather climates with aluminum/glass storefront system (Kawneer VG450-2 or equal) and a hard ceiling with lighting and heating unit. Where required by code, glazing shall be tempered, safety glass. Window stools for all except the storefront system shall be no lower than 3'-6" from finished floor.
- 11) Downspouts must not evacuate water over sidewalks.

B. Interior Structure and Finishes

- 1) **Rated Fire and Smoke Walls** – shall extend to underside of roof or floor decking or if used in conjunction with a rated roof assembly must terminate into a one hour rated membrane which is attached to the underside of the roof trusses. The membrane must be continuous over the top of the rated walls.
- 2) **Walls** - 5/8" gypsum board on 3 5/8" metal studs (25 gauge) @ 16" O.C. Extend wall construction a minimum of 6" above adjacent ceiling heights. Use moisture resistant gypsum board (DensArmor Plus) behind all sinks and in wet areas including behind the dialysis counters up to 48" A.F.F. and throughout Medical Waste Room, Janitor's Closet, Soiled Utility, Water Treatment Room, Granuflo/SDS Area, Tech Area, Emergency Shower/Eyewash Area, Water Heater Closet, Sprinkler Riser Room and all Toilet Rooms.
 - a) **Toilet Rooms** – Install Porcelain tile wainscot to 5'-0" – bullnose top course on moisture resistant gypsum board (Dens Shield).
 - b) **Water Treatment Area, Granuflo/ SDS** – Install an 8' high, 5/8" A/C exterior grade, painted plywood over moisture resistant gypsum board (DensArmor Plus Fireguard) throughout entire area. Caulk top, bottom, joints and screw holes with Tremco Mono sealant. Cover plywood with Class "A" FRP (Kemlite) with associated FRP trim @ exposed edges. Provide fire caulking along exposed edges of plywood.
 - c) **Scale at Dialysis Room** – Provide 4'-0" H x 8'-0" W rigid vinyl panel wainscot in color that compliments the adjacent painted walls. Base paint color only on this wall

- #2120 with USG DX grid, or Armstrong "Fine Fissured" Tegular #1732 with Armstrong Prelude XL grid (15/16"). All ceiling systems to meet Class "A" fire spread rating. Structural classification for suspension system as recommended by manufacturer for specified seismic region.
- g) Provide 24" x 24" access panels in all gypsum board ceiling systems, rated access panels in all rated ceilings.
 - h) Provide 5/8" gypsum board Soffit above staff lockers and all overhead cabinets.
- 4) **Painting:** Paint materials to be professional, best quality grade, Benjamin Moore or approved equal, applied as follows:
- a) **Walls-** Prime and two coats satin, alkyd finish in Dialysis Room, Toilets, Soiled Utility Room and Isolation Room. Prime and two coats of eggshell Latex on all other walls.
 - b) **Door Frames** – Metal doors and other primed metals. Prime coat and two coats of alkyd semi-gloss enamel.
- 5) **Chair rails-** continuous chair rail (Mannington, Edge Effects, Effectual Chair Rail), 4" deep profile @ Waiting Room, Coats and Wheelchairs, Lounge, and Conference Room.
- 6) **Finish Flooring:** Install the following floor finishes after verifying the concrete slab meets the requirements for tolerances for flatness and levelness, vapor emissions and relative humidity as specified above in Section 9E. Color selections by the Tenant. Flooring in rooms with an emergency exit door and corridors that lead to an emergency exit door or room with an emergency exit door must meet Class "I" rating, NFPA 253.
- a) **Offices and Conference Room** - Glue down carpet tile.
 - b) **Clinic Manager Office** - Glue down carpet or sheet vinyl if on the treatment floor.
 - c) **Storage/ Mechanical/ (Clean Utility, Janitor and Soiled Utility if located off of Storage Room)** - 2 coats clear sealer, applied over exposed concrete.
 - d) **Toilet Rooms** – Sheet vinyl (12'-0" width).
 - e) **Water Treatment Room** – 8"x 8"quarry tile with 5" x 8" cove base at room perimeter with epoxy grout and hardwood threshold at entrance.
 - f) **Medical Waste Room/ Tech Repair** – resinous flooring with 6" high integral cove base.
 - g) **Patient Corridor/ Lounge/ Exam Room/ CAPD/ Home Hemo/ Reception/ (Janitor, Clean Utility and Soiled Utility if off of Treatment Room)** – Sheet vinyl (12'-0" width).
 - h) **Staff Corridor** - Glue down carpet tile.

- i) **Waiting Room** – sheet vinyl with a vapor barrier moisture adhesive dependent on moisture vapor emission rate. Upon request: porcelain tile and base.
 - j) **Treatment Room** – sheet vinyl (12'-0" width) with flash cove base with a vapor barrier moisture adhesive dependent on moisture vapor emission rate. Accent sheet vinyl around nurse's station and along wall border.
 - k) **Standard Wall Base** - 4" high, premium edge.
 - l) **Waiting and Conference Room Wall Base** – 6" vinyl base.
 - m) **Vestibule / Staff Locker** – Walk off carpet tile.
- 7) **Upper Level Flooring Applications** – place a 20 mil waterproofing membrane below the floor finishes in the following rooms:
- a) **Storage/Mechanical Room**
 - b) **Water Treatment, SDS/ Granuflo, Tech Repair**
 - c) **Janitor, Soiled Utility**
 - d) **Patient Treatment Room**
 - e) **Staff and Patient Toilets and Shower Rooms**

C. FMC Finish Material Schedule

FMC Finish Material Schedule							
Type	Location	Finish	Manufac.	Product	Number	Style	Qty/ Size/ Notes
PF-1	THROUGHOUT CLINIC	Paint	Dunn Edwards	Enso Eggshell or Semi-Gloss	Enso 30, 50	White Sand, Cameo, Pale Beach, Heather, Sandcastle	
			Sherwin Williams	Harmony Interior Latex Eg-Shel or Semi-Gloss	B09-500 Series, B10-500 Series	Pacer White, Ivoire, Macadamia, Worldly Gray, Kilim Beige	
			Benjamin Moore	Eco Spec wb Inter. Eggshell	N374	White Sand, Standish White, Blanched Almond, Revere Pewter, Clay Beige	
			Wolf Gordon	Scuffmaster Paint		G6788045, G6788046, G6788047, G6788048, G6788050	
PF-2	WAITING ROOM/ DOOR FRAMES	Paint	Dunn Edwards	Enso Eggshell	Enso 50	Wild Mustard, Weathered Brown, Tea Bag	
			Sherwin Williams	Harmony Interior Latex Eg-Shel	B09-500 Series	Van Dyke Brown, Turkish Coffee, Kaffee	
			Benjamin Moore	Eco Spec wb Inter. Eggshell	N374	Ferret Brown, Mink, North Creek Brown	
			Wolf Gordon	Scuffmaster Paint		G8446652, G8446653, G8446654	

PF-3	EXPOSED CEILING AND STRUCTURAL ELEMENTS	Paint	Benjamin Moore	Super Spec Sweep-Up Spray Latex Flat	153		
PC-1	CEILINGS	Paint	Dunn Edwards	Enso Eggshell	Enso 50	Whisper	
			Sherwin Williams	Harmony Interior Latex Eg-Shel	B09-500 Series	Dover White	
			Benjamin Moore	Eco Spec wb Inter. Eggshell	N374	Mountain Peak White	
			Wolf Gordon	Scuffmaster Paint		G8443395	
PA-1	SOFFITS/ SMALL ACCENT WALLS	Paint	Dunn Edwards	Enso Eggshell	Enso 30	Iron Creek, Spiced Berry, Secret Path, Grape Leaves, Frozen Tundra	
			Sherwin Williams	Harmony Interior Latex Eg-Shel	B09-500 Series	Riverway, Fireweed, Rockwood Dark Green, Tansy Green, Interesting Aqua	
			Benjamin Moore	Eco Spec wb Inter. Eggshell	N374	Olympus Green, Brick Red, Guacamole, Nature's Reflection, Buxton Blue	
			Wolf Gordon	Scuffmaster Paint		G6788041, G6788042, G6772443, G6788049, G8082659	
PA-2	LARGE ACCENT WALLS	Paint	Dunn Edwards	Enso Eggshell	Enso 30	Sandpit, Rocky Ridge, Pine Cone, Mission Trail, Regency Cream	
			Sherwin Williams	Harmony Interior Latex Eg-Shel	B09-500 Series	Toasty, Hopsack, Fairfax Brown, High Tea, New Colonial Yellow	
			Benjamin Moore	Eco Spec wb Inter. Eggshell	N374	Valley Forge Brown, Caramel Apple, Cup o Java, Roosevelt Taupe, Camel Back	
			Wolf Gordon	Scuffmaster Paint		G6788076, G8082657, G6788075, G8446654, G8082658	
PM-1	THROUGHOUT CLINIC	Paint Primer	Dunn Edwards	Enso Primer	Enso 00		
			Sherwin Williams	Harmony Interior Latex Primer	B11W00500		
			Benjamin Moore	Latex Enamel Undercoater & Primer Sealer	253		
WC-1	WAITING ROOM/ CONFERENCE ROOM	Wall- covering	Wolf Gordon	Atlantis Hampstead Heath Serenade Coda	G788322, G9138993, G6871839, G6895518, G6917796	Myth, Bramble, Chaps, Calypso, Green, Sandswept	Roll, 30 yd. bolt
WC-2	WAITING ROOM/ CONFERENCE ROOM	Wall- covering	Wolf Gordon	Textural Embosses	G9138825, G6705833, G9138812	Utah 759.13, Shannon Oak, Shannon	Roll, 27 yd. bolt
			Carnegie - Xorel	Vine Emboss	6637	W29, W129	Roll
RVP-F	TREATMENT/ SEPARATION/ STAFF CORRIDOR/ HHI & CAPD	Rigid Vinyl Panel	InPro Corporation	Rigid Sheet – Vinyl	01014, 0260, 0234, 0258, 0239	Antique White, Crème Brulee, Chamois, Chino, Oatmeal	Sheet or Roll, 4' x 8'
RVP- WR	WAITING ROOM	Rigid Vinyl Panel	InPro Corporation	Rigid Sheet – Vinyl	0117, 0288, 0351,	Beige, Chestnut, River Rock,	Sheet or Roll, 4' x 8'

TP-1	WAITING	Translucent Panel	3Form	Varia Ecoresin -- Organics	-	Fossil Leaf Spade, Field, Birch, Seaweed, Thatch	Sheet, 4' x 8', 4' x 10', 5' x 10'
FRP-1	JANITOR/ MED WASTE/ TECH REPAIR/ SOILED UTILITY/ WATER TREATMENT/ SDS	Fiber Reinforced Panels	Kemlite	Fire-X Glassboard	83	Colonial White	Sheet, 4' x 8' Class A only
CG-F	THROUGHOUT CLINIC	Corner Guards	InPro Corporation	160 Surface Mount Corner Guard Profile	01014, 0260, 0234, 0258, 0239	Antique White, Crème Brulee, Chamois, Chino, Oatmeal	2" leg ¼" corner radius, 48" height
CG-WR	WAITING ROOM	Corner Guards	InPro Corporation	160 Surface Mount Corner Guard Profile	0117, 0288, 0351,	Beige, Chestnut, River Rock,	2" leg ¼" corner radius, 31.5" height
CR-1	WAITING/ CONFERENCE	Chair Rail	Mannington	Effectual Chair Rail	921, 903, , 911	Toffee, Dark Chocolate, -Sable	Roll 4" x 12'
SV-1	TREATMENT/ WAITING/ EXAM/ HH & CAPD/ PAT. CORRIDOR/ MED RECORDS/ CLINIC MGR/ LOUNGE	Sheet Vinyl	Mannington	Realities	F5623, F5624	Maple Grove	Roll 12' width only
SV-2	TREATMENT/ PAT & STAFF TOILETS/ WAITING/ SOILED UTILITY/ CLEAN UTILITY/ JANITOR/ SEPARATION	Sheet Vinyl	Mannington	Lacosta	ALL133, ALL131, ALL129	Balsa, Suede, Fawn	Roll 12' width only Flash cove in treatment room, separation, staff and patient toilets, HH & CAPD rooms
RB-1	CONFERENCE/ WAITING	Rubber Wall Base	Mannington	Elegance	921, 903, -911	Toffee, Dark Chocolate, -Sable	Roll 6" x 36'
RB-2	THROUGHOUT CLINIC	Rubber Wall Base	Mannington	Premium Edge, Type TP	921, 903, -911	Toffee, Dark Chocolate, -Sable	Roll or Pieces 100' Roll @ 4" height
CPT-1	OFFICES/ STAFF CORRIDOR/ CONFERENCE	Carpet	Mohawk	Working Together Collection, Mind Over Matter	Higher Thinking, Brain Power	7853 Insightful Greige 268 Ingenuity, 659 Workmanship, 7678 Analyzing Olive, 7838 Intellectual Beige	Modular Tile 24" x 24"
CPT-2	VESTIBULE/ STAFF LOCKERS	Walk-off Carpet	Mohawk	First Step Modular	524	Stepping Stone	Modular Tile 24" x 24"
E-1	MED WASTE/ TECH REPAIR	Epoxy Floor	Dur-A-flex	Shop Floor	-	Medium Grey	
SC-1	ELECTRICAL ALCOVE/ WIRING CLOSET/ RISER ROOM/ STORAGE	Sealed Concrete	Sonneborn	Kure-N-Seal	-	-	5 Gallon Bucket
T-1	STAFF & PAT TOILETS	Porcelain Tile	Daltile	P'Zazz	P262	-Beige Flair	Box of Tile 12" x 24"
T-2	WAITING	Porcelain Tile	Daltile	Portenza	PZ01, PZ03	Bianco Ghiaccio, Oro Chiaro	Box of Tile 17" x 17"
T-3	WAITING	Porcelain Tile	Daltile	Mosaic Traditions, Stone Radiance, Isis-Glass	BP96, BP99, SA52, SA53, BP95	Zen Escape, Caramelo, Morning Sun/ Tortoise/ Mushroom, Morning Sun/ Tortoise, Skyline	Box of Tile 12" x 12"
T-4	PSDS/ WATER TREATMENT	Quarry Tile	Daltile	Quarry Textures	0T03	Ashen Gray (2)	Box of Tile 8" x 8"
T-5	PSDS/ WATER TREATMENT	Quarry Tile	Daltile	Quarry Textures	Q-3585	Ashen Gray (2)	Box of Tile 5" x 8"
TT-1	STAFF & PAT TOILETS	Tile Trim	Schluter Systems	Jolly	A100AT	Satin Nickel Anodized Aluminum	
TT-2	STAFF & PAT TOILETS	Tile Trim	Schluter Systems	Quadec	Q60AT	Satin Nickel Anodized Aluminum	
G-1	STAFF & PAT TOILETS	Grout	Daltile	Prism	-127	-Antique Linen	
G-2	WAITING	Grout	Daltile	-CEG-Lite	122, -333	Linen, -Alabaster	
G-3	WAITING	Grout	Daltile	Prism	10, 122,-333	Antique White, Linen, Alabaster	

G-4	PSDS/ WATER TREATMENT	Grout	Custom Apoxy	CEG-Lite	09	Medium-Gray Natural Gray	
SP-1	STAFF TOILET	Partitions	American Sanitation Partition Corp	Plastic Laminate	7285	Violin Figured Annigre	
SS-1	TREATMENT/ HH & CAPD/ LOUNGE/ CONFERENCE/ RECEPTION	Solid Surface	WilsonArt	Solid Surface	9033ML, 9135 MG	Caramel Melange, Cashmere Mirage	
PL-1	TREATMENT	Plastic Laminate	WilsonArt	Standard Laminate	4669-60, 4842-60	Natural Tigris, Canyon Zephyr	
PL-2	TREATMENT/ HH & CAPD/ LOUNGE/ CONFERENCE/ RECEPTION	Plastic Laminate	WilsonArt	Standard laminate	7054-60	Wild Cherry	
PL-3	TREATMENT	Plastic Laminate	WilsonArt	Standard Laminate	7925-38	Monticello Maple	
FF-1	RECEPTION/ SEPARATION/ CLINIC MANAGER	Window Trim Finish	Kawncer			Medium Bronze, Seawolf	
WT-1	ALL EXTERIOR WINDOWS, CLINIC MANAGER'S OFFICE	Window Treatment	MechoSystems	Urban Shade		Thermoveil 1000; 3% openness factor; Color -- Porcelain 1011	Valance Included

D. Rough Carpentry & Millwork

- 1) **Blocking** – Provide wood blocking at door hardware, wood trim and accessory locations and as required to properly install all work.
- 2) **Backboards-**
 - a) Electrical, Telephone, TV / video, fire and security alarm locations: install 5/8" A/C, exterior plywood over gypsum board, fastening into studs @ 8" o.c., typical. When applied over masonry walls, install 1x3 furring @ 24" o.c. Seal all vertical joints top, bottom and ends with Tremco sealant.
 - b) Water Treatment Equipment: Paint all exposed edges/ends and install per directions above. Hold bottom edge of plywood ½" above cove base and set in a continuous bead of caulking.
- 3) **Cabinets** - Shall be plastic laminated type for Prep areas, Lounge, Exam, Conference Room, Home Hemo, and CAPD. Refer to FMC finish palette for laminate colors.

*Provide 3 different keyed tumbler cam locks in cabinets. Type 1 shall be used in Medical Prep cabinets. Type 2 shall be used for all other cabinets on the treatment floor. Type 3 shall be used in all administrative areas of the clinic.

 - a) **Cabinet** – 3/4" plywood with white melamine liner with balancing backer on non-exposed sides. ¾" plywood backs.
 - b) **Doors and Drawer Heads-** 3/4" minimum 50 lb. density furniture grade particle board with plastic laminate on exposed sides. White

- cabinet liner on interior. Banded with matching 3mm edge banding.
- c) **Drawers** –European Grass metal white epoxy coated sides, 3/4” melamine drawer bottom.
 - d) **Drawer Guides** – epoxy coated, self-closing, 75# glides.
 - e) **Hinges** – fully concealed, self-closing, clip-on, six way adjustable, 107 degree steel hinge with lifetime warranty.
 - f) **Shelves** – 3/4” melamine board.
- 4) **Dialysis counters serving patient stations;** Provide wall hung cabinet (12”D x 27.5 H variable length) to house piping, wiring, and valve panels as follows:
- a) **Framing:** 3/4” pressure treated plywood gussets finished both sides with white melamine.
 - b) **Panels:** Both fixed and removable panels shall be 3/4” plywood with plastic laminate (front), white melamine (back) and 3 mm vinyl edge tape to match. Joints between panels shall be uniformly 1/16” to allow for removal without binding.
 - c) **Hinged Access Panels at face of counter:** 3/4” plywood with plastic laminate (front), white melamine (back) and 3 mm vinyl edge tape to match. Hinges shall be Blum 107°.
 - d) **Top with Shop Applied Trim:** One layer 1-1/8”, 40 lb. medium density fiber board (MDF) with plastic laminate finish and brown phenolic backer. Front edge of counter shall be finished with 3 mm vinyl edge tape to match top. Provide 1” x 2” laminated block where top counter meets adjacent walls.
 - e) **Countertop Access Panels:** Access panels above all valve box locations and drain cleanouts. Provide 24” wide removable countertop section.
 - f) **Drain Shrouds:** Provide 7” x 24” x 10” plastic laminate shroud with 3 mm vinyl edge band on exposed edges at all drain locations.
 - g) **Valve Panels:** Provided Tenant and installed by Landlord; connected to RO loop by Tenant’s water vendor.
- 6) **Translucent Resin Wall Panels:** Organics, by 3-Form
- 7) **Shelving**
- a) **Medical Records Room and Clean Linen** – 5 rows high of 3/4” white melamine shelves with .5mm edge banding, on heavy-duty Knappe & Vogt adjustable brackets and standards at two walls minimum.
 - b) **Soiled Utility Room** - 12” x 30” ± white melamine shelves with .5mm edge banding on heavy-duty Knappe & Vogt adjustable brackets and standards.

- c) **Janitor Closet** - 2 - 3/4" x 12" white melamine shelves with .5mm edge banding on heavy-duty Knappe & Vogt adjustable brackets and standards, 1 wall only.
- 8) **Prep Countertops**-1' 1/2" solid surface material countertops (1/2" panel with finished edges built up to 1-1/2", apply 1" thick moisture resistant MDF build down. (Wilsonart Solid Surface) with shop applied edges, backsplashes and holes for plumbing fixtures. Provide 1" thick, vertical, solid surface panel (Wilsonart Solid Surface) between upper and lower cabinets to separate sinks at Home Hemo, CAPD, and Med Prep. Provide keyed alike tumbler cam locks at upper cabinets in Medical Prep, Lab Prep, Home Hemo and CAPD.
- 9) **Angled Panels**- Plastic laminate sheathed particle board panel (to conceal plumbing lines) installed at all counter mounted Handicap accessible sinks and under all counter sinks.
- 10) **Nurse's Station, Nurse's Office and Reception Work Counters**- Plastic laminate (Wilsonart) on 1-1/8" particle board with a phenolic backer and 3 mm edge band. Counters supported by 1/8" steel angles, black.
- 11) **Vertical Chases**: Plastic laminate sheathed 3/4" particle board chase (to conceal plumbing and electrical lines) installed at required dialysis chase and nurse station locations from countertop to drop ceiling.

E. **Insulation**

- 1) **Ceiling/Roof** - R-30 minimum. Where additional insulation must be added to the underside of the roof structure to attain the required R value, install the following with impaling pins: Owens-Corning Thermal Batt insulation (foil faced) with flame spread rating in compliance with governing codes. Tape all seams for a continuous seal.
- 2) **Exterior Walls** - R-18 minimum
- 3) **Windows** - All windows to be low E, double glazed insulated glass
- 4) **Doors** - All exterior doors to be insulated & weather stripped
- 5) **Sound Attenuation** - 3 1/2" thick sound batts @ all toilet rooms walls, all walls separating Water Treatment and Mechanical Room from adjacent spaces, Multi-purpose Room, Dietician's Office, Home Hemo/ CAPD, Social Worker's Office and Conference Room, Exam Room, Dr.'s office, Administrator's office, Tenant separation wall and Clinic Manager's office walls. Provide 3 1/2" batts @ toilet room, gypsum board ceilings where walls do not extend to structure above.

- 6) **Note:** No insulation, thermal or acoustic, shall be installed directly above suspended, acoustic ceiling systems

F. Demising Walls

- 1) Landlord shall be responsible for the complete construction of all demising walls. Walls shall comply with all applicable local codes and regulations. Vapor barrier to be installed on Tenant's side of demising wall.

G. Doors, Frames and Hardware

- 1) Provide door and frames as follows *with* fire rated assemblies as required by code.
- 2) **Interior door frames**-16 ga., welded, hollow metal type. No knockdown type door frames.
- 3) **Interior doors**- flush, solid core, plain sliced cherry , factory finish equal to Marshfield Door Systems, Inc., Enviroclad UV, Autumn 32-95 . Undercut toilet room doors ½" minimum, ¾" maximum. Provide vision panels at corridor doors and door connecting Dialysis Room and Mechanical/Storage room. Doors to be 3'Wx 7'Hx 1 ¾" thick except as follows or if local jurisdiction requires wider doors:
- a) **Dialysis Room/ Storage Room door**- 3'-6"W x 7'H x 1 ¾" with vision panel.
 - b) **Dialysis Room/ Waiting Room door** – 3'-6"W x 7'H x 1 ¾"
 - c) **Separation Room** - 3'-6"W x 7'H glass and aluminum storefront system, Kawneer "350", medium stile, or approved equal.
 - d) **Water Treatment Door** – 5'-0" double door opening with access control lockset and manual flush bolt on one leaf. Both doors to have vision panels and closers with a hold-open option.
- 4) **Locksets** - Lever handle, keyed, Schlage "D" series, Athens Design or approved equal (grade 1), with tactile warning inserts @ appropriate doors. See door hardware schedule below for specific hardware sets and applications. Hardware sets should be selected based specific door applications.

DOOR HARDWARE SCHEDULE All doors, frames and hardware shall be furnished complete.			
Door Application	FMC HW Set	Door Type	Lockset Type

Interior Vestibule to Waiting	01	Aluminum Slider Unit	Automatic Sensor with remote door release
Exterior to Vestibule	02	Aluminum Slider Unit	Automatic Sensor with thumb latch
Exterior to Waiting (No Vestibule)	03	Aluminum Slider Unit	Automatic Sensor with thumb latch & remote door release
Vestibule to Waiting	04	Aluminum Storefront Swing Door	Auto Operator with ADA push plate & remote door release
Vestibule to Waiting	05	Aluminum Storefront Swing Door	Auto Operator with ADA push plate & remote door release
Treatment to Exterior – Emergency Egress	06	Aluminum Storefront Swing Door w/ closer (48")	Rim panic hardware with exterior handle only
Staff Entrance	07	Aluminum Storefront Swing Door w/ closer	Stand-alone access control
Exterior to Waiting (No Vestibule)	08	Aluminum Storefront Swing Door	Auto Operator with ADA push plate & remote door release
Vestibule to Waiting	09NC	Aluminum Storefront Swing Door	Auto Operator with ADA push plate & remote door release
Vestibule to Waiting	10NC	Aluminum Storefront Swing Door	Auto Operator with ADA push plate & remote door release
Exterior to Waiting (No Vestibule)	11NC	Aluminum Storefront Swing Door	Auto Operator with ADA push plate & remote door release
Staff Entrance	18	Hollow Metal Door w/ closer	Stand-alone access control
Treatment to Exterior – Emergency Egress	19	Hollow Metal Door (48") w/ closer	Rim panic hardware with exterior handle only
Delivery Doors - Double	20	Hollow Metal Doors w/ closers and hold-open	Stand-alone access control with manual flush bolt on 2 nd leaf
Delivery Door - Single	20A	Hollow Metal Door w/ closer and hold-open	Stand-alone access control
Storage Closet	21	Bi-Fold Flush Wood Door Unit	Bi-Fold Kit
Soiled Utility, Double Occupancy Toilet Room	22	Flush Wood Door; Non-Rated w/ closer	Passage Set
Lounge, Corridors	22	Flush Wood Door, Non-Rated w/ vision panel and closer	Passage Set
Exam Room	23	Flush Wood Door	Passage Lockset w/coat hook
Offices, Reception	24	Flush Wood Door	Office Lockset w/coat hook
Conference Room, Staff Training Room, Home Training Rooms	25	Flush Wood Door; Rated w/ vision panel	Classroom Lockset
Janitor, Wiring Closet	26	Flush Wood Door; Rated w/ closer	Storeroom Lockset
Not Used	27	Not Used	Not Used
Soiled Utility, Double Occupancy Toilet Room	28	Flush Wood Door w/ closer	Passage Set
Lounge, Corridors	28	Flush Wood Door w/ vision panel and closer	Passage Set
Staff Toilet	29	Flush Wood Door w/ closer	Privacy Set
In/Out Swinging Patient Toilet and Changing Room	30	Flush Wood Door w/ closer	Hospital Privacy Set
Conference Room, Staff Training Room, Home Training Rooms	31	Flush Wood Door w/ vision panel	Passage Set
Treatment Room to Mechanical Storage or Corridor	32	Flush Wood Door w/ closer	Stand-alone access control
Medical Records, Clean Utility	33	Flush Wood Door w/ closer	Stand-alone access control
Waiting to Treatment Room	34	Flush Wood Door w/ vision panel and closer (non-rated)	Classroom Lockset w/ electric strike
Waiting to Treatment Room	35	Flush Wood Door w/ vision panel and closer (rated)	Electrified Lockset w/ electric strike
Waiting to Administrative Area	36	Flush Wood Door w/ closer	Stand-alone access control
Medical Records, Clean Utility	37	Flush Wood or Hollow Metal Door w/ closer	Stand-alone access control
General Storage	38	Bi-Fold Flush Wood Door Unit	Bi-Fold Set
General Storage	39	Bi-Pass Flush Wood Door Unit	Bi-Pass Set
Separation Room	41	Storefront Door w/ closer	No Lockset
Water Heater Closet	42	Pair Hollow Metal Doors	Passage Set

OC-S or Record USA 5100 Series, overhead concealed narrow stile single, or approved equal.

- d) **Dialysis Room-** 4'-0"W x 7'H, Steelcraft, insulated 16 ga. metal door with 14 ga. galvanized steel frame or narrow style aluminum insulated door if at store front.
- 15) Exterior Doors and hardware shall be commercial grade and as follows:

DOOR	SIZE	TYPE	MAT.	HARDWARE (Standard Comm. Grade) Plus
Main Exterior Entrance	8'-0" x 7'-6"	Fully Glazed	Alum/Glass	Overhead Concealed Narrow Stile Single Automatic Sliding Door System with the following features: I. fixed sidelite, II. emergency breakaway feature (full breakout unit in climate zones 1 – 7) III. Five Position Key Switch with Rotary Knob Switch (spec to match or equal Besam SL-500 or Record USA 5100 Series)
Interior Vestibule Door	8'-0" x 7'-6"	Fully Glazed	Alum/Glass	Overhead Concealed Narrow Stile Single Automatic Sliding Door System with the following features: I. fixed sidelite II. emergency breakaway feature III. fail secure electric carriage lock (with remote door release feature) (spec to match or equal Besam SL-500 or Record USA 5100 Series)
Delivery	6' x 7'	Pair Flush	MTL	Flush Bolts
Staff Entrance	3' x 7'	Flush	MTL	Panic Type Exit Device
Dialysis Room Direct Exterior Entrance	4'-0"x 7'-0"	Flush or Fully Glazed	MTL or Alum/Glass	Panic Type Exit Device

H. **Specialties:** Provide the following specialties at scheduled locations:

- 1) **Robe hooks** at all Exam Room, Home Hemo Room, CAPD Room, all Offices, Reception, Staff and Patient Toilet Rooms – Bobrick – B 2116 or Bradley 9119. Additional robe hook at ADA compliant height in all Patient and Staff Toilet Rooms.
- 2) **Cup hooks** at CAPD Room sink "P-11" – Sugatsune America, EP-40, 304 Stainless Steel.

Water Treatment Room	43	Pair Hollow Metal Doors with vision panel and closer	Stand-alone access control
----------------------	----	--	----------------------------

- 5) **Hinges** (1 1/2 pair/door) shall be Stanley FBB type.
- 6) **Electric Strike** (on Dialysis Room entrance from patient Waiting Room) Adams-Rite No. 7240, "Fail Secure" electric strike (provide fire rated fail secure, electric strike at firewall).
- 7) **Closers** are required on Dialysis Room related doors, all entrance doors besides the main entrance doors, Toilet Room doors, conference room, lounge, corridor doors, med records, janitor closet, medical waste, electrical closets and all doors in fire and smoke walls. Closers shall be LCN 4010/4110 Series, no substitutes, for heavy duty applications; LCN 1460 Series, no substitutes, for medium duty applications; and LCN 4030 Series, no substitutes for standard duty applications, ADA acceptable with hold open.
- 8) **Automatic Door Operators** - (On Dialysis Room entry door) to be LCN (Dor-O-Matic) Senior Swing or Record USA, 8100 Door Operator.
- 9) **Electromagnetic Door Holder** – Required on receptionist door if located in fire or smoke wall.
- 10) **Panic device**-(on door connecting Mech/Storage Room and Dialysis Room)-Adams-Rite rim type with lever trim @ Mech/Storage side.
- 11) **Kickplates**-(all doors) to be beveled stainless steel plate 10"x2" LDW, Armor plates 30"x2" LDW..
- 12) **Cypher lock**-(on corridor door to office area) to be Yale In-Touch access control lockset w/ lever handle.
- 13) **Door Hardware:** Finish shall be Satin Chrome, US26D.
- 14) **Exterior doors and frames**- All exterior doors shall be out-swinging with non-ferrous non-removable hinges, weather stripping, insulation, drip caps and ADA accessible with 1/4" high threshold. Delivery doors to have heavy duty, cast iron threshold.
 - a) **Delivery Doors** - pair 3'W x 7'H, Steelcraft, insulated 16 ga. metal door with 14 ga. galvanized steel frames.
 - b) **Staff Entrance door** – 3'W x 7'H, Steelcraft, insulated 16 gauge metal door with 14 gauge galvanized steel frame.
 - c) **Main Entrance & Vestibule door**- 8'-0" W x 7'-6" H glass/aluminum automatic sliding door system, Besam Unislide

- 3) **Mop holder** at Janitor's Closet – Bobrick B-233x36, American Specialties – 8215-4 or Bradley 9954.
- 4) **Paper towel dispensers** at all sinks and lavatories - Bobrick B-262 & B-26211, American Specialties 0210 & 0215, or Bradley 250-15 & 252.
- 5) **Mirrors** in Toilets and Exam Room - Bobrick B-290-2436/30/60, American Specialties 0620-2436/30/60, or Bradley 781-2436/30/60
- 6) **Grab bars and Anchors** in all Toilet Rooms, and at Electronic Floor Scale - Bobrick B-5806.99, B-2562, American Specialties 3100-42,36, or Bradley 812-36x42.
- 7) **Toilet tissue dispensers** in all toilets - Bobrick B-6637, B-6857, American Specialties 7403, 0710, or Bradley 5102, 5084.
- 8) **Fire extinguishers** (with current inspection tags) at all exits, Mechanical Storage Room and Nurse Station - 6 lb. for ABC fires, dry chemical type, wall-mounted.
- 9) **Corner guards/ end wall guards** attached to all exposed outside corners or exposed ends of wall throughout the facility – IPC, 160.
- 10) **Window Treatment** on all exterior and clinic manager windows - MechoShade Systems, Hunter Douglas or Draper. Surface mounted with single solar shade cloth, Thermo Veil 1000 or similar with 3% openness factor.
- 11) **Wire Mesh Partition @ Mechanical Storage:** Provide wire mesh enclosure with shop applied acrylic finish, "style 040", as manufactured by Wire Crafters, Inc. or approved equal with a 4' 0" wide x 7' 4" high swinging door with transom and all associated hardware.
- 12) **Staff Lockers** – Penco, Vanguard, 12"W x 12"D x 60"H, cold weather locations, 6111R, 12"W x 12"D x 30"H, warm weather locations, double stacked, 6211R, on Z base.
- 13) **Emergency Water Access Door-** Install (2) Woodford Wall Hydrant boxes, one on exterior, one on interior, Model # RB65

I. Owner Furnished Installed by Contractor Equipment (OFIC)

- 1) **Recessed Floor Scale**
- 2) **Network Racks**
- 3) **Interior Signage**

- 4) **High Density Storage Units**
- 5) **Under-counter Refrigerators and freezers**
- 6) **Dishwasher (provided only on clinic request)**
- 7) **Lockable Storage Units (provided only on clinic request)**
- 8) **Marker Boards/Bulletin Boards**
- 9) **Automatic Transfer Switch**

11. **Plumbing**

A. **Domestic Piping:**

- 1) Hot and cold water shall be PVC/ CPVC piping, where allowable otherwise use copper Type "L"
- 2) Under slab water piping shall be copper Type "K", sleeved.
- 3) Sewer/soil drainage piping shall be PVC (or Dura-Iron if required by code)
- 4) Hot and cold water piping shall be insulated with fiberglass wrap jacketed with a white kraft paper at a ½" thickness for cold water piping and 1" thickness for hot water piping.
- 5) Valves: brass ball valves with Teflon seats at all branches.
- 6) Backflow preventors for incoming water service as required by code.
- 7) Provide cleanouts at all changes of direction in sewer drain piping and main trunk at 50' length intervals including outside the building footprint.
- 8) Provide full line size water meter. Coordinate location with Tenant.
- 9) Floor drains to have trap primers in staff and patient toilets, janitor closets, emergency shower and eye wash and medical waste room. Floor drains in dialysis counter are **not** to have trap primers.
- 10) For water service size, see Utility Matrix.
- 11) Hot water recirculation loop with pump, aquastat and time clock.
- 12) Black iron gas piping.
- 13) Orange PVC for Sprinkler piping, where allowable otherwise black iron piping.
- 14) Provide ADA compliant water fountain in waiting room.

15) Commercial Grade Gas-Fired Water Heater

- a) Process Water System (100 gallon capacity)
- b) Domestic Water System (60 gallon minimum capacity)

B. Plumbing Fixtures:

PLUMBING FIXTURE SCHEDULE						
Type	Location	Fixture	Mount	Manufacturer	Model #	Description
P-1	PATIENT AND STAFF RESTROOM	Toilet	Floor	American Standard	2467.016	Cadet Right Height -- Power Assist 1.6 GPF
		Open Front Seat	-	Church	9500 CT	
P-1 (Calif)	PATIENT AND STAFF TOILET ROOMS	Toilet	Floor	American Standard	2835.128	Cadet 3 Flo Wise Right Height 1.28 GPF California Only
		Open Front Seat	-	Church	9500 CT	
P-2	TOILET ROOMS	Hand-wash Sink	Wall-hung	American Standard	0954.000	Murro 21.25" x 22" white porcelain
		3 Lever Handle Faucet	-	American Standard	7385.004	Reliant
		Tail Piece/ Grid Strainer	-	American Standard	7723.018	Offset
		Knee Shroud	-	American Standard	0059.020	
		Concealed Arm Carrier	-	J. R. Smith	0700	
P-2A	TREATMENT ROOM	Alt. Hand-wash Sink	Wall-hung	American Standard	0355.012	Lucerne 20.5" x 18.25" white porcelain; to be used in areas with tight space
		Faucet & Trim Plate	-	Sloan	ETF-770	
		Plug-in Transformer	-	Sloan	ETF-233	110V
P-2HC	TREATMENT ROOM	ADA Hand-wash Sink	Wall-hung	American Standard	0954.000	Murro 21.25" x 22" white porcelain
		Faucet & Trim Plate	-	Sloan	ETF-770	110V
		Plug-in Transformer	-	Sloan	ETF-233	
		Tail Piece/ Grid Strainer	-	American Standard	7723.018	Offset
		Knee Shroud	-	American Standard	0059.020	
		Concealed Arm Carrier	-	J. R. Smith	0700	
P-3	TREATMENT ROOM	Hand-wash Sink	Under-counter	Elkay	ELU1616	16" x 16" x 7.875" stainless steel
		Faucet & Trim Plate	-	Sloan	ETF-770	110V
		Plug-in Transformer	-	Sloan	ETF-233	
		Grid Drain	-	American Standard	4311.023	
P-3H	TREATMENT ROOM	ADA Hand-wash Sink	Under-counter	Elkay	ELHAD1616	16" x 16" x 5" stainless steel
		Faucet & Trim Plate	-	Sloan	ETF-770	110V
		Plug-in Transformer	-	Sloan	ETF-233	
		Grid Drain	-	American Standard	4311.023	
P-4	TREATMENT ROOM	Med Sink	Under-counter	Elkay	ELU1616	16" x 16" x 7.875" stainless steel

		Faucet	-	Chicago	350-317cp	
		Grid Drain	-	American Standard	4311.023	
P-4E	TREATMENT @ P-4 SINK	Eyewash	Counter-top	Guardian	G1805/ G1805LH	Left hand and right hand mount available
P-5	STAFF LOUNGE	ADA Lounge Sink	Under-counter	Elkay	ELUHAD2115	20.5" x 16.5" x 5" stainless steel
		Single Lever Faucet	-	American Standard	4205.000	
		Crumb Drain/ Tailpiece	-	American Standard	4331.013	
P-5A	STAFF LOUNGE	Ice Box Connection	Wall-hung	Guy Grey	Bim 875	9.5" x 11.5" x 3.5" molded plastic
P-6	EXAM ROOM	Hand-wash Sink	Under-counter	Elkay	ELUHAD1616	16" x 16" x 5" stainless steel
		Faucet & Trim Plate	-	Sloan	ETF-770	110V
		Plug-in Transformer	-	Sloan	ETF-233	
		Grid Drain	-	American Standard	4311.023	
P-7	TECH REPAIR	Laundry Sink	Floor	Fiat	FL-1	24" x 24" molded stone
		Faucet	-	American Standard	7490.000	
		Wrist Blade Handles	-	American Standard	172H	
P-8	JANITOR CLOSET	Mop Sink	Floor	Fiat	MSB2424	24" x 24" molded stone
		Faucet	-	Crane	830AA	
		Hose & Bracket Kit	-	Crane	832AA	
P-9	MECHANICAL/ STORAGE ROOM	Emergency Shower	Floor	Encon	01050216	
		Floor Drain	-	Josam	30002-5C-4	
P-10	CAPD/ HOME HEMO TRAINING ROOMS	Hand-wash Sink	Under-counter	Elkay	ELUHAD1616	16" x 16" x 5" stainless steel
		Faucet & Trim Plate	-	Sloan	ETF-770	110V
		Plug-in Transformer	-	Sloan	ETF-233	
		Grid Drain	-	American Standard	4311.023	
P-11	CAPD/ HOME HEMO TRAINING ROOMS	Dirty Lab Sink	Drop-in	American Standard	7085.803	Island Sink, three hole, white porcelain - 16" x 20" x 10"
		Center-set Faucet/ Wrist Blade Handles/ Goose- neck Spout/ Grid Drain	-	American Standard	6409.170	Monterey
P-12	PSDS AREA (as required)	Mop Sink	Floor	Fiat	MSB2424	24" x 24" molded stone
		Faucet	-	Crane	830AA	
		Hose & Bracket Kit	-	Crane	832AA	
P-13	CLEAN UTILITY/ SOILED UTILITY	Hand-wash Sink	Under-counter	Elkay	ELU1616	16" x 16" x 7.875" stainless steel
		Faucet & Trim Plate	-	Sloan	ETF-770	110V
		Plug-in Transformer	-	Sloan	ETF-233	
		Grid Drain	-	American Standard	4311.023	
P-14	SOILED UTILITY	Clinical Service Sink	Wall-hung	American Standard	9512.013	24.5" x 20" flushing rim sink, 12" wall req'd
		Flush Valve	-	Sloan Royal	117H	

		Bedpan Washer	-	American Standard	7582.067	
		Wall Hanger	-	J. R. Smith	629	
P-15	LAB PREP ROOM	Large Blood Lab Sink	Drop-in	Kohler	K-5964-3	Mayfield 25" x 22" 3 hole, white porcelain
		Widespread Faucet	-	American Standard	6532.170	
		Wrist Blade Handles & Grid Drain	-	American Standard	372H	
P-15A	SEPARATION ROOM	Small Blood Lab Sink	Drop-in	American Standard	7085.803	Island Sink, three hole, white porcelain - 16" x 20" x 10"
		Center-set faucet/ wrist blade handles/ goose-neck/ grid drain	-	American Standard	6409.170	Monterey
P-15T	TREATMENT ROOM	Large Blood Lab Sink	Drop-in	Kohler	K-6655-3	Park Falls (Texas Only) 21" x 22" x 12.5"
		Faucet	-	American Standard	6532.170	
		Wrist Blade Handles and Grid Drain	-	American Standard	372H	
P-16	TREATMENT ROOM	Floor Drain	Floor	J. R. Smith	30003-7E1	Cut strainer out of drain top
		Funnel Drain		Josam	F6-6"	6"
P-17	MECHANICAL/ STORAGE ROOM	Floor Drain	Floor	Josam	30002-5C-4	Installed below emergency shower
		Trap Primer	-	J. R. Smith	2699	
P-18	WATER TREATMENT/ PSDS	Floor Sink	Flush with floor	Plastic Oddities	PFS-400H	14" x 14"
P-19	WATER TREATMENT	Trench Drain	Flush with floor	J. R. Smith	9818-100S	Length to be determined by door width
		Drainage Grate	-	J. R. Smith	9870-491-HPP	
P-20	PATIENT TOILET	Bed Pan Washer	Wall-hung	American Standard	7582-067	Only when soiled utility room is not included
		Hanger	-	J. R. Smith	Model 629	
P-21	TREATMENT ROOM	Indirect Waste Cleanout	Inline on indirect waste line	-	-	2" Schedule 40 PVC threaded plug
P-22	STAFF TOILET/ STAFF SHOWER	Clinic Staff Shower	Floor	Aqua Bath	Care Series C4136BF-FUS	¾ inch
		Concealed thermostatic water mixing valve for use on shower installations	-	-	-	Cast brass body, stainless steel faceplate, and lever type handle design.
		Deluxe chrome plated showerhead and deluxe shower hose	-	Powers	HydroGuard T/P® Series e420 Valve (Options T-1-2-M-2-6-Y-W)	
P-23	WAITING ROOM	Water Cooler	Wall-hung	Elkay	EZOSTL8C	2 Station barrier free
P-24	-	-	-	-	-	-
P-25	-	Floor Clean-out	-	Josam	Series 57000	
P-26	-	Wall Clean-out	Masonry Wall	Josam	58600	
P-27	-	Wall Clean-out	-	Josam	58700	
P-28	HOME HEMO/ FACILITY TRAINING ROOM	Air Gap Fitting	In-line	Charlotte Pipe	4" x 2" PVC Pipe Reducer	
P-29	HOME HEMO	Home Hemo Valve Box	Inset in cabinet	Isopure	Isopure Home Hemo Valve	molded plastic water only box

		Tech Station	Wall-hung	Medical Solutions	Box #ZS10059 913.438.9700	22" x 28" x 8" wall station cabinet
P-31	TECH REPAIR	3V Recessed Patient Wall Station				

12. Fire Protection:

Provide sprinkler system including service line from water main to interior of building, sprinkler riser, backflow preventer, horizontal main line and branches, and hangers such that with the addition of drops and sprinkler heads by the Tenant's contractor the Tenant's heated interior structure will have full wet sprinkler coverage. In addition, the Landlord will provide a complete dry sprinkler system with manifold connection to the wet sprinkler system, air compressor, horizontal main line, and sprinkler heads at the porte cochere, along building overhangs, and in any unheated attic spaces. Sprinkler system is to comply with NFPA 13 and all applicable state and local codes. Sprinkler riser to be located in riser room with Tenant access.

A. Piping

- 1) Schedule 40 black steel pipe shall be joined by approved combination of couplings, gaskets and grooves.
- 2) Plastic piping, where allowed by the Authority Having Jurisdiction, shall be CPVC conforming to NFPA 13.
- 3) Riser location to be coordinated between Tenant and Landlord.

13. Mechanical (HVAC):

A. Landlord to provide rooftop package HVAC units and / or split system package units based on FMC Energy Code Climate Zone Map (attached) and to meet the following criteria:

- 1) **Heating** - 72° - **Cooling** 74°, inside to be designed using ASHRAE Climatic Conditions for area and energy code 90.1.
- 2) **Humidity Control**-system must be able to maintain humidity levels between 40%-60% at all times, in all seasons, non-condensing.
- 3) **Fresh Air** - 15% or 20 CFM per person, whichever is greater, in Dialysis area and 10% in all other areas or 15 CFM per person; whichever is greater.
- 4) **Controls** - Honeywell TB-8220 7 day programmable setback thermostat, with no- switching sub-base.

- 5) Align fresh air intake section of HVAC units such that the required distance of 25 feet from any waste vent is maintained. Locate HVAC units away from perimeter of building roof.
- 6) **Typical Unit zoning per use space:**
 - a) Dialysis Area
 - b) Business Area
 - c) Storage and Water Treatment area
- 7) **Vestibule Wall Heater** – Q-Mark, LFK 204, 204V 1Ø, fan forced wall heater for cold weather locations, with tamper resistant thermostat in a LFKS mounting frame.
- 8) **Air Handler Units and Split System Units** must be installed level to permit proper condensate pan drainage with discharge into janitor mop sink, “P-8”, also provide secondary pan, with independent drain line for split system with discharge into janitor mop sink, “P-8”. Locate units in mechanical spaces and storage areas to maintain minimum service and operational clearances and filter accessibility. Install flexible connectors, refrigerant piping, electrical connections, condensate drains and unit filters as instructed by the manufacturer for a fully operational system.
 - a) **Manufacturers:**
 - i.) York International Corporation
 - ii.) Carrier Corporation
 - iii.) The Trane Company
 - b) **Filters** shall be pleated, medium efficiency, throw away type, within a rigid frame sized to securely fit HVAC unit filter rack. Filter shall service both return air and fresh air intakes.

B. Provide exhaust vented to outside of the following areas:

- 1) **Toilets** (2 CFM per square foot or 75 CFM per water closet, whichever is greater)
 - a) controlled via 7 day 24 hour time clock
- 2) **Soiled Utility** (5 air changes per hour)
 - a) controlled via 7 day 24 hour time clock
- 3) **Janitor Closet** (5 air changes per hour)
 - a) controlled via 7 day 24 hour time clock

- 4) **Medical Waste Room** (5 air changes per hour)
 - a) controlled via 7 day 24 hour time clock
- 5) **Staff Lounge**
 - a) Controlled by manual switch
- 6) **Transfer Grills:** To be supplied where fire rated doors cannot be undercut for exhaust.
- 7) **Gas-fired Hot Water Heaters:**
 - a) Combustion air duct (separate high & low roof penetrations) with weather caps at roof (intake damper to be controlled with burner).
 - b) Or, separate roof penetrations for direct enclosed combustion supply and exhaust venting to the exterior.
 - c) Provide closet with double doors for all gas-fired water heaters to be located adjacent to the water treatment room with access from the storage room.

C. Ductwork:

- 1) All ductwork shall conform to SMACNA low-pressure standards.
 - a) Splitter, extractors and volume dampers for balancing.
 - b) No lined ducts in Patient Treatment Areas or Storage/ Mechanical Areas.
 - c) Supply and return ducts shall be externally insulated with fiberglass with a foil and / or vinyl face vapor barrier to meet minimum R-8 rating.
 - d) Flexible duct is required but limited to 4'0" length, between supply duct and smooth radius elbow fastened to supply diffusers.
 - e) Ducted return system to be designed to service all support air areas.
 - f) Outside of the air stream smoke and fire dampers at all rated walls, including access panels.
 - g) Smoke detectors to be installed in system and interfaced with fire alarm panel (see elec. Fire Alarm) and HVAC unit (heat detectors in water treatment/storage areas).
- 2) **Diffusers:**
 - a) Supply and Return diffusers for general clinic areas shall be 24" x 24" for ceiling grid lay in type with opposed blade damper and all

- other shall be compatible with ceiling type (supply diffuser shall be Titus model TDC, return diffusers shall be Titus model PAR).
 - b) Supply diffusers for all patient treatment areas shall be Softaire CCT-SQ 2 x 2 lay-in.
 - c) Grills, registers and diffusers shall not exceed an NC level of 25 at design airflow rates. Diffusers shall be selected to prevent supply air from “dropping” on patients.
- 3) **Isolation Damper** – Famco POC used for all patient training rooms (Home Hemo and CAPD) and controlled by Intermatic FF5M wall mounted timer switch.
 - 4) Gas fire hot water heater’s:
 - a) Use type “B” duct

14. **Electrical**

All wiring, receptacles, fixtures, and other electrical components shall comply with the N.E.C. and all other applicable local codes and regulations.

A. **Conductors:**

Branch Circuits, #12 gauge min., Control Wiring #14 gauge min.
All conductors shall be copper.

B. **Conduits:**

1) **Electric Conduit:**

All conductors shall be run in rigid metallic conduits or EMT. Flexible MC whips are acceptable to light fixtures, switches and receptacles. Conduit and boxes within the dialysis counters, which shall be installed in metal raceways, are to conform to NEC 517-13 (secondary ground required). All metal raceways and boxes within dialysis counter to receive protective paint coating per paint section 10, F, 3).

2) **Telephone Conduit:**

Landlord to provide 4” conduit from building penetration to wiring closet.

C. **Switches:**

- 1) Wall switches, P&S Series CSB2OAC or equal.

- 2) Disconnect switches provide as appropriate at RO machine, Booster Pump, HVAC equipment, Water Heaters, etc.
- 3) Dialysis Area: Lamp switches to be grouped by similar lamp control and three-way switched at entrance doors of the treatment room.
- 4) Provide motion activated light switches in the staff rooms, staff & patient toilet rooms, offices, and support areas.
- 5) All other switch and receptacle plates are to be satin stainless steel finish.

D. Panels and ATS:

Panels to be located in an electrical closet only, with access from the storage room.

Sub Panel A: In addition to the Tenant specific distribution panel, provide sub-panel, conduit and wiring for exterior lighting, site lighting, irrigation system, and signage. NEMA galvanized sheet steel casing with molded case bolt on circuit breakers with toggle type mechanism and a 20% spare capacity. Panel buss and lugs shall be copper only. Label all circuit index cards.

ATS: Landlord to install Tenant provided ATS on service line ahead of the Tenant's main distribution panel.

Additional Sub Panels: NEMA galvanized sheet steel casing with molded case bolt on circuit breakers with toggle type mechanism and a 20% spare capacity. Panel buss and lugs shall be copper only. Label all circuit index cards.

E. Emergency Exterior Lighting

Fixtures are wall-mounted lighting with two bulbs and emergency battery back-up. Fixtures to be located adjacent to each exit door and along walking route to parking lot and/ or driveway. Finish, number of fixtures and locations to be reviewed and approved by Tenant.

F. Porte Cochere Lighting:

Provide a minimum of 10 foot-candles under entire porte cochere at the driving and walking surface.

G. Other Exterior Lighting:

							Mounted			
L-9	IT TRAINING ROOMS/ EXAM	Lithonia Metalux	2UC-17-AR-120-GEB10IS MAS-17-120-IK12-EB81	24"			Under-cabinet	1	17	T8
L-10E	RESTROOMS	Lithonia Metalux Daybrite	W--217-A12U-MVOLT-GEB10IS-EL MPWA-1/217/120V-EB83-EBP AVW-217--PMV-UNV-EB	48"			Wall Mounted	2	32	T8
L-11	WAITING ROOM/ TREATMENT ROOM	3-FORM	LIGHTART-FRES-ECO				Wall Sconce	1	18	CF
L-12	(EXIT SIGNS)	Lithonia Cooper	LE-S-W-1-R-120-EL N CAX-6-1-LED-R-W-120-EM			Yes				LED
L-12-2	(EXIT SIGNS)	Lithonia Cooper	LE-S-W-2-R-120-EL N CAX-6-2-LED-R-W-120-EM			Yes				LED
Alt 10 L-13W L-13C	CONFERENCE ROOM	Minka	Nanti Collection, Iron Oxide 1491-357 Nanti Collection, Iron Oxide1491-357	7.5" 20"			Accent Pendant	1 3		
Alt 11 L-13W L-13C		Quoizel	Naturals Collection, Mica Mosaic ARL1507PN Naturals Collection, Mica MosaiARL2818PN	7" 16"				1 4		
Alt 14 L-13W L013C		Nova	Kimura Pendant, 10707 Kimura 26" Wide Pendant10709	7" 26"				1 3		
Alt 15 L-13W L-13C		Utermos t	Brandon Collection, Distressed Rust, G3485	8"				1		
		Elk	Brandon Collection, Distressed Rust, G3481	22"				3		
Alt 16 L-13W L-13C			Fabrique Collection, 20042/1 Fabrique Collection, 20043/3	8" 17"				1 3		
L-14	EXTERIOR	Lithonia McGraw	WST-2/42TRT-WT-120-ELDW-LPI IMT-96-CF-120V-2S-BZ-CFEM			Yes	Wall Mounted	2	42	TRT
L-15	EXTERIOR ENTRANCES	Lithonia Lumark	TWR1-2/42TRT-120-LPI-EL CLWP-FL-84-120V-CF-EM/2L			Yes	Wall Mounted	2	42	CF
L-16	PORTE COCHERE	Gotham	AH-100M-8AR-120	8"			Recessed	1	100	MH
L-16E	PORTE COCHERE	Gotham	AH-100M-8AR-120-EC	8"		Yes	Recessed	1	100	MH

* Treatment lighting to be zoned and switched per Tenants review and approval.

** All toilet room lighting on 7 day 24 hour time clock.

*** Provide appropriate quantity throughout the facility of night lights and battery backup fixtures for egress lighting in 2'x 4' recessed light fixtures.

I. Special Equipment & Wiring:

- 1) Wiring closet to contain IT functions only, no electrical panels.
- 2) At each patient station, provide one 20 AMP, hospital grade, GFCI, brown duplex receptacle on a dedicated circuit (no other connections to this circuit). Provide one 20 AMP, hospital grade, GFCI, ivory duplex receptacle (maximum two duplex receptacles per circuit). Provide one 20 AMP, GFCI, white duplex receptacle (maximum six duplex receptacles per circuit). Coverplate color to match receptacle color. Note: NO common ground to be used with GFCI.

- 1) **Parking lot pole lighting, non-emergency sidewalk lighting, delivery area lighting, and building lighting** - Lighting to meet minimum local standards or 2.0 footcandles on average measured at the walking surface, whichever is more restrictive. Fixtures to be fully shielded type. Light levels should not exceed 0.1 footcandles at property lines and should not spill onto adjacent property.

H. Lighting Fixtures:

See attached Lighting Fixture Schedule:

LIGHTING FIXTURE SCHEDULE All fixtures shall be furnished complete with all hardware Lamps, hangers, fittings, etc., for a complete and proper installation										
Type	Location	Manuf	Model	Size	Ballast	Em	Mtg	Lamps		
								#	Watt	Type
L-1	WAITING ROOM/ CONFERENCE ROOM	Lithonia Metalux	2-VT8-232-MVOLT-GEB10PS 2-RDI-232-RP-120-EB81	2'x4'	1		Recessed	2	32	T8
L-1A	WAITING ROOM/ CONFERENCE ROOM	Lithonia Metalux	2-AVT8-217-MVOLT-GEB10PS 2-RDI-217-RP-120-EB81	2'x2'	1		Recessed	2	17	T8
L-1E	WAITING ROOM/ CONFERENCE ROOM	Lithonia Metalux	2-VT8-232-MVOLT-GEB10PS-EL 2-RDI-232-RP-120-EB81-EM	2'x4'	1	Yes	Recessed	2	32	T8
L-1AE	WAITING ROOM/ CONFERENCE ROOM	Lithonia Metalux	2-AVT8-217-MVOLT-GEB10PS-EL 2-RDI-217-RP-120-EB81-EM	2'x2'	1	Yes	Recessed	2	17	T8
L-2	PATIENT CORRIDOR/ STAFF CORRIDOR/ OFFICES/ EXAM/ RECEPTION	Lithonia Metalux	2-VT8-332-MVOLT-GEB10PS 2-RDI-332-RP-120-EB81	2'x4'	1		Recessed	3	32	T8
L-2A	PATIENT CORRIDOR/ STAFF CORRIDOR/ OFFICES/ EXAM/ RECEPTION	Lithonia Metalux	2-AVT8-317-MVOLT-GEB10PS 2-RDI-317-RP-120-EB81	2'x2'	1		Recessed	3	17	T8
L-2E	PATIENT CORRIDORS/ STAFF CORRIDOR/ EXAM	Lithonia Metalux	2-VT8-332-MVOLT-GEB10PS-EL 2-RDI-332-RP-120-EB81-EM	2'x4'	1	Yes	Recessed	3	32	T8
L-2AE	PATIENT CORRIDOR/ STAFF CORRIDOR/ EXAM	Lithonia Metalux	2-AVT8-317-MVOLT-GEB10PS-EL 2-RDI-317-RP-120-EB81-EM	2'x2'	1	Yes	Recessed	3	17	T8
L-3	TREATMENT ROOM/ SEPARATION ROOM	Lithonia Metalux	2-VT8-332-MVOLT-GEB10PS 2-RDI-332-RP-120-EB81	2'x4'	2		Recessed	3	32	T8
L-3E	TREATMENT ROOM/ SEPARATION ROOM	Lithonia Metalux	2-VT8-332-MVOLT-GEB10PS-EL 2-RDI-332-RP-120-EB81-EM	2'x4'	2	Yes	Recessed	3	32	T8
L-4	WATER TREATMENT/ SDS/ LAB/ STAFF LOUNGE/ CLEAN UTILITY/ WIRING CLOSET	Lithonia Metalux	2-GT8-232-A12-120-1/3-GEB10IS 2-GC8-232-A-120V-EB81	2'x4'	1		Recessed Acrylic	2	32	T8
L-4E	WATER TREATMENT/ SDS/ STAFF LOUNGE	Lithonia Metalux	2-GT8-332-A12-120-1/3-GEB10IS-EL 2-GC8-332-A-120V-EM-EB81	2'x4'	1		Recessed Acrylic	3	32	T8
L-5	WAITING ROOM/ TREATMENT ROOM	Tech Lighting	700-TD-ECP-L-C-S-CF				Pendant	1	32	TTT
L-6	WAITING ROOM/ CONFERENCE ROOM/ TREATMENT ROOM/ VESTIBULE	Reality Halo	REAL6C 1000L 35K 120 LP6LN-PFMW ML09830T120D-494H06	6"			Recessed LED Down Light	1	26	TTT
L-6E	WAITING ROOM/ CONFERENCE ROOM/ TREATMENT ROOM/ VESTIBULE	Reality Halo	REAL6C 1000L 35K 120 LP6LN-PFMW-ELR ML09830T120DEM-494H06 W/ H750TEM912	6"		Yes	Recessed LED Down Light	1	26	TTT
L-7	SOILED UTILITY/ MED WASTE/ MED RECORDS/ JANITOR	Lithonia Metalux	LB-232-120-GEB10IS WS-232A-120V-EB81	1'x4'			Surface Mounted	2	32	T8
L-8	MECHANICAL/ STORAGE ROOM	Lithonia Metalux	DM-232-120-GEB10IS VT2-232DR-120V-EB81	8'x4'			Chain or Surface Mounted	2	32	T8
L-8E	MECHANICAL/ STORAGE ROOM	Lithonia Metalux	DM-232-120-GEB10IS-EL VT2-232DR-120V-EM-EB81	8'x4'		Yes	Chain or Surface	2	32	T8

At each Nocturnal patient station, provide one 20 AMP, hospital grade, GFCI, brown duplex receptacle on a dedicated circuit (no other connections to this circuit). Provide one 20 AMP, hospital grade, GFCI, ivory duplex receptacle (maximum two duplex receptacles per circuit). Provide two 20 AMP, GFCI, white duplex receptacle (maximum six duplex receptacles per circuit). Coverplate color to match receptacle color. Note: NO common ground to be used with GFCI.

- 3) Provide wall receptacle & television coax cable junction box for TV in Separation Room, Conference Room and Lounge (when requested). Provide wall receptacle & television coax cable junction box for wall-mount TV in Waiting Room. Locations to be reviewed and approved by Tenant.
- 4) **Overhead/ Soffit-Mount Television Install:** Provide individually numbered coaxial cable (West Penn 841) for owner furnished and installed 32" LCD televisions above each patient station. Provide 5'-0" cable length at Wiring Closet at coax tap location and 4'-0" cable length at 6" below acoustical tile ceiling at soffit in front of each patient station. Provide wall receptacle for TV at 6" below acoustical tile ceiling and provide audio cable (West Penn 25231B) connection between Soffit and electrical panel on the face of the dialysis counter at the patient station.
- 5) Provide numbered cat. 3 phone cable and cat. 5 data cable for data lines. Provide 5' cable length at communication board and 1' cable length coiled inside a single gang electrical box sequentially numbered on both ends of the cable.
- 6) Provide 4'W x 8'H x 5/8" A/C telephone plywood backboard located in Wiring Closet. Mount 2' AFF and provide with ground rod and grounding lug, provide a 4'x16" deep shelf 2' AFF, with 120V, 20A Wiremold w/ 6 plug outlets mounted 4'-4" AFF.
- 7) Provide 24" x 96" backer board in Wiring Closet for low voltage TV equipment. Provide one duplex receptacle 36" AFF for DVD player (NIC) and one duplex 20A dedicated receptacle 90" AFF for TV amplifier (NIC) (Less than 20 patient stations).
- 8) Provide 24" x 72" backer board in Wiring Closet for TV equipment. Provide one duplex receptacle 36" AFF for DVD player (NIC) and one quad receptacle with (2) dedicated circuits 90" AFF for TV amplifier (NIC). (More than 20 patient stations)
- 9) Provide three (3) adjacent duplex outlets in the Medical Records Room for iPad charging stations.

- 10) **Electric Door Strikes**, see Sect. 10, F, 6 & 7).
- 11) **Fire Alarm System** - Low voltage, non-coded, general evacuation system. Initiating and signaling circuits shall be wired as class "B" by Gamewell, Radionics, Fire Lite or approved equal (heat detectors in water treatment/storage areas in lieu of smoke detectors). Fire alarm system must be non-proprietary for monitoring purposes. System shall be compatible with HVAC equipment and multi-tenant building system as necessary. Provide an annunciator panel at the nurse's station on the treatment floor. Monitoring must be established with Stanley Security Solutions response prior to test with authority having jurisdiction. Stanley Security Solutions, 30 Commerce Way, Woburn, MA 01801. Contact: Ted Flanagan, Project Managers at (781) 305-5221, to coordinate Fire Alarm Communicator programming.
- 12) **Standard Nurse Call System** - Provide a nurse call alarm system (Cornell series 4000) between Patient Toilet Rooms, Separation Room, CAPD, Home Hemo, Exam, Doctor/ Exam, Changing Rooms and the Nurses Station.
- 13) **Nocturnal Nurse Call System** – Provide the following components (Cornell Series 4000) for all nocturnal treatment stations if used:
 - a) Bedside nurse call one per two patient stations
 - b) Additional duplex outlet per two stations
 - c) Reading light for each patient station
 - d) Bedside pendent control for each patient station
 - e) Changing Room nurse call station
 - f) Lounge Duty Station annunciator
- 14) **Intercom**
 - a) Front and back door intercom's Aiphone LE-DA flush mounted and communicates with Reception and Nurse Station (single call).
 - b) Nurse Station and Reception Intercom (Aiphone LEF-5) shall communicate w/ front and back doors and each other (3 way call). Door release button also included.
 - c) Back service door intercom, Aiphone LE-D, surface mounted and shall communicate with Reception and Nurse Station (single call).
- 15) **Electronic Floor Scale** - Dialysis Treatment Room, SR Instruments, Inc., model # 4463-3H (Owner Furnished, Installed by Contractor). 32" x 50" recessed floor platform and flush mounted remote read out, off set from center line of scale, at 53" A.F.F., center line of readout. Unit requires a 120V outlet at readout.

- 16) **Carbon Monoxide Detectors** – Provide detectors within 12” of supply diffusers in the treatment area and in the mechanical/ storage room. Detectors shall be connected to the fire alarm panel.

15. **Record Documents**

- A. Landlord to provide one set of record drawings to the Tenant in AutoCad format, with layering scheme acceptable to the Tenant. Record data outside of building to an accuracy of +/- 1” and determine and record the invert elevation of all drain lines. Include in record documents all field changes made, all relevant dimensions, and all relevant details of the work. Keep record documents up to date with all field orders and change orders clearly indicated.
- B. Landlord to deliver one set of reproducible record drawings properly titled and dated to the Tenant. Indicate preparer of record drawings. These record drawings shall become the property of the Tenant.
- C. Specifications: Maintain one clean copy of complete specifications, including addenda, modifications, and bulletins with changes, substitutions, and selected options clearly noted. Circle or otherwise clearly indicate which manufacturer and products are actually used.
- D. Operating and Maintenance Manuals: Landlord to provide for Tenant manuals which contain the following:
 - 1) Description of the system provided.
 - 2) Handling, storage, and installation instructions.
 - 3) Detailed description of the function of each principal component of the systems or equipment.
 - 4) Operating procedures, including pre-startup, startup, normal operation, emergency shutdown, normal shutdown and troubleshooting.
 - 5) Maintenance procedures including lubrication requirements, intervals between lubrication, preventative and repair procedures, and complete spare parts list with cross reference to original equipment manufacturer's part numbers.
 - 6) Control and alarm features including schematic of control systems, control loop electric ladder diagrams, controller operating set points, settings for alarms and shutdown systems, pump and fan curves.

- 7) Safety and environmental considerations.
- E. Three copies of the manuals shall be provided by Landlord within sufficient time to allow for training of Owner's personnel. The requirement for manuals applies to each packaged and field-fabricated operating system. The manuals shall be provided in three-ring side binders with durable plastic covers. The manuals shall contain a detailed table of contents and have tab dividers for major sections and special equipment.
- F. Life Safety Manual: Landlord to provide a Life Safety Manual to Tenant to contain the following:
 - i. Finish material samples from the manufacturer with attached fire spread rating data or critical flux data indicating classification rating for each type of finish material used.
 - ii. Manufacturer's cut sheets for all types of smoke and fire dampers.
 - iii. Manufacturer's cut sheets for all types of emergency light fixtures including those with battery back-up.
 - iv. Certificate of Occupancy (City and Fire Marshal) along with all approvals.
 - v. Correspondence with Fire Marshal (Application letters and approvals)
 - vi. Copy of all UL assemblies used on project.
 - vii. Copy of all UL penetrations used on project.
 - viii. Copy of all doors and door hardware for all rated doors.
 - ix. Manufacturer's cut sheets for all fire caulking and fire safing used.
 - x. Copy of Fire Alarm System approval from Fire Marshal. (drawings and battery calculations)
 - xi. Copy of monitoring company UL certification.
 - xii. Copy of generator and ATS submittal.
 - xiii. Certification letters from Subcontractors and General Contractor.

16. **Landlord's Delivery:**

- A. Complete the following prior to turnover of building to Tenant:

- 1) Advise Tenant of insurance change over requirements.
- 2) Submit all warranties, maintenance contracts, final certificates and similar documents.
- 3) Submit record documents.
- 4) Deliver maintenance stocks of materials where specified along with a complete materials list.
- 5) Make final change over of lock cylinders or cores and advise Tenant of change of security responsibility.
- 6) Complete startup of all systems and instruct Tenant's personnel in proper operation and routine maintenance of systems and equipment.
- 7) Complete clean up and restoration of damaged finishes.
- 8) Remove all temporary facilities and utilities no longer needed.
- 9) Submit final meter readings, record of stored fuel and similar information.

END OF EXHIBIT

Monday, July 21, 2014

FMC Monmouth
Construction Schedule

C. F. Jones Group, Inc.

[illegible]

Page 1 of 2

EXHIBIT B-2

SITE PLAN

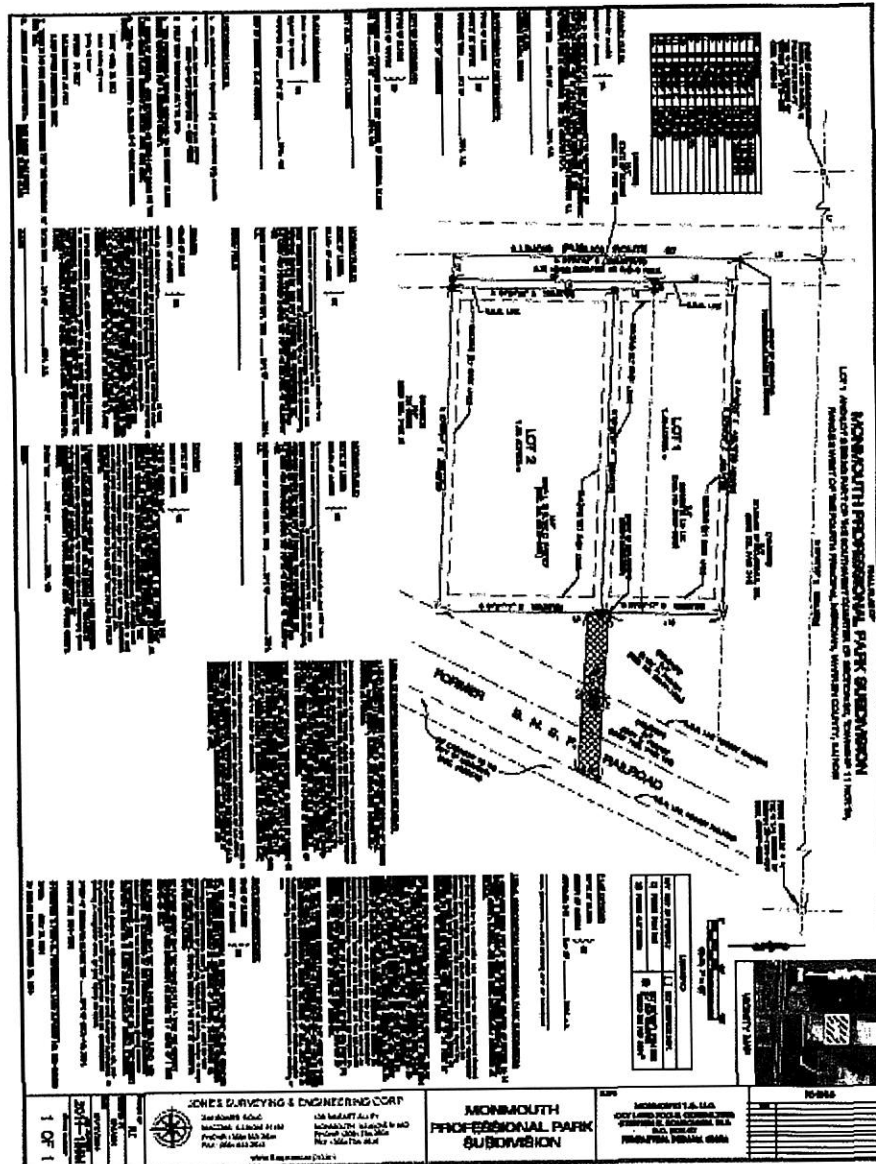


EXHIBIT B-3

APPROVED FLOOR PLAN

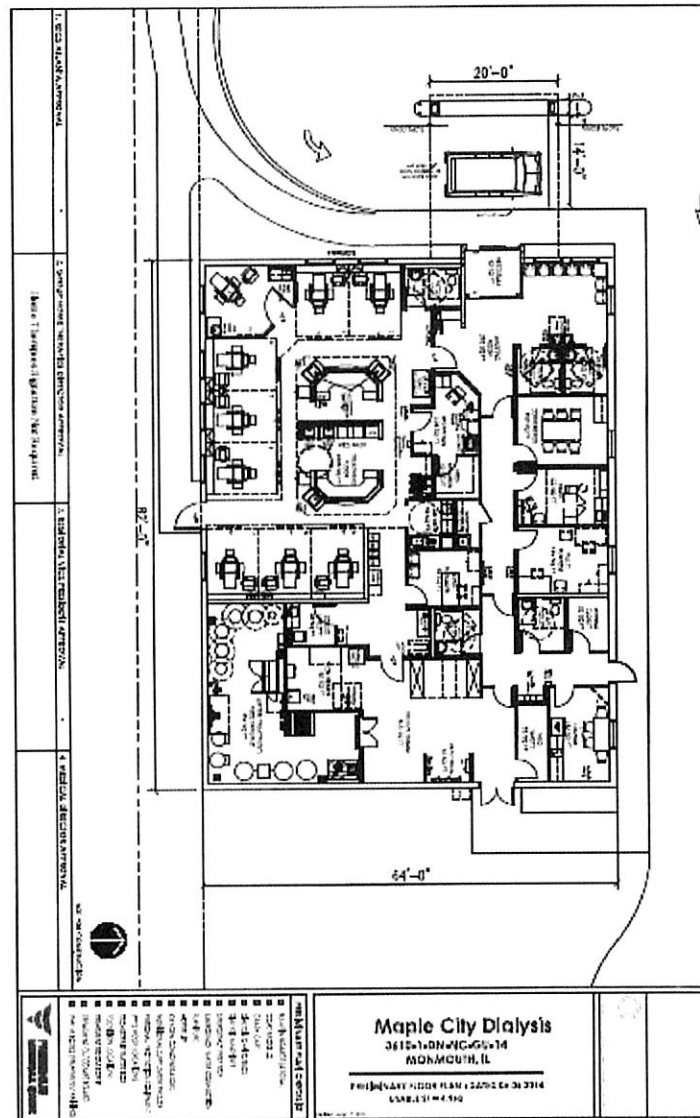


EXHIBIT B-4
SCHEDULE OF CONSTRUCTION DRAWINGS

EXHIBIT C**COMMENCEMENT DATE CERTIFICATE**

This Commencement Date Certificate is made as of this ____ day of _____, 2014 between _____ ("Landlord") and Fresenius Medical Care of Illinois, LLC ("Tenant").

WHEREAS, the parties entered into a lease dated _____, 2014, (the "Lease"), attached hereto and incorporated by reference, in which Landlord leased to Tenant that certain property situated at _____, containing approximately _____ square feet (the "Premises").

WHEREAS, Landlord and Tenant desire to confirm the Commencement Date and certain other facts concerning the Lease.

NOW, THEREFORE in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties hereto incorporate the following into the terms of their existing Lease:

1. The actual rentable square footage of the Building is _____ square feet. The Premises contain _____ rentable square feet and _____ useable square feet. The Tenant's Pro-Rata Share is _____.

2. Landlord's Work was Substantially Complete according to the terms of the Lease on _____, 201__ and the Tenant assumed possession of the Premises on such date. Other key dates are as follows:

- (a) The Commencement Date of the Lease is _____, 201__.
- (b) The Rent Commencement Date is _____, 201__.
- (c) The Lease Expiration Date is _____, 201__.

3. Except for the specific modifications to the Lease contained in this Commencement Date Certificate, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:

[Insert Name of Landlord]

TENANT:

Fresenius Medical Care of Illinois, LLC

Name:

Title:

Name:

Title:

EXHIBIT D

CONDITIONS, COVENANTS & RESTRICTIONS AFFECTING TITLE

NONE

EXHIBIT E

W-9 FORM

EXHIBIT F**GUARANTEE OF LEASE**

Effective as of ____, 2014

FOR VALUE RECEIVED, and in order to induce Monmouth 1.0 LLC ("Landlord"), to enter into, execute and deliver that certain Lease Agreement dated ____, 2014 ("Lease") between Landlord, and Fresenius Medical Care of Illinois, LLC, d/b/a Fresenius Medical Care of Monmouth ("Tenant"), the undersigned ("Guarantor", whether one or more) hereby agrees to absolutely and unconditionally guarantee to said Landlord, its successors and assigns, the due and prompt performance and observance of all of the obligations of said Lease to be met by Tenant, including but not limited to the payment of rent and other payments to be made under the Lease. The undersigned agrees that no act or thing, except for payment in full or written release of this Guarantee by Landlord, which but for this provision might or could in law or equity act as a release of the liability of the undersigned hereunder, shall in any way affect or impair the absolute and unconditional obligation of the undersigned. The undersigned hereby waives the defense of invalidity or unenforceability of this Guaranty, including but not limited to any defense of the failure of consideration arising out of the execution of this Guaranty.

This Guarantee shall be a continuing, absolute and unconditional Guarantee and shall be in full force and effect until all amounts due and owing under the Lease are paid in full, or until this Guarantee has been released in writing by Landlord, whichever occurs first, notwithstanding expiration or sooner termination of the Lease. This Guarantee shall inure to the benefit of the successors and assigns of said Landlord, including any subsequent holder of Landlord's interest in the Lease.

The undersigned hereby waives notice of the execution of the Lease; waives notice of the date of commencement of said Lease and agrees to be bound by the terms of this Agreement to any subsequent transferee or assignee of Landlord without further notice or acceptance by such transferee or assignee.

The undersigned hereby agrees that the Landlord may from time to time without notice to or consent of the undersigned and upon such terms and conditions as the Landlord may deem advisable without affecting this Guarantee (a) in the context only of a Tenant or Guarantor bankruptcy, release any maker, surety or other person liable for payment of all or any part of the obligations under the Lease; (b) modify, waive, compromise, release, subordinate, resort to, exercise or refrain from exercising any right the Landlord may have hereunder, under the Lease or any other security given for payment of rent and/or fulfillment of other obligations of Tenant under the Lease, provided, however, that the undersigned's prior written consent (not to be unreasonably withheld or delayed) need be obtained for any modification, waiver, compromise, or release of Tenant's obligations under the Lease that materially adversely change or increase the undersigned's obligations hereunder and affect the rights (as may be limited herein) of the undersigned to contribution or reimbursement from Tenant; (c) accept additional security or guarantees of any kind; (d) transfer or assign the Lease to any other party; (e) accept from Tenant

or any other party delinquent or partial payment or payments on account of the Lease; (f) release, settle or compromise any claim of the Landlord against the Tenant, or against any other person, firm or corporation whose obligation is held by the Landlord as security for the payment of rent and/or the fulfillment of other obligations of Tenant under the Lease; or (g) amend, extend, or modify the terms of Tenant's interest or obligations under the Lease with Tenant's consent.

The undersigned hereby unconditionally and absolutely waives (a) any obligation on the part of the Landlord to protect, secure or insure any of the Leased Premises; (b) the invalidity or unenforceability of the Lease; (c) notice of acceptance of this Guarantee by the Landlord; (d) any failure, neglect or omission on the part of Landlord to realize or protect the Leased Premises or any security given therefor.

Landlord agrees to give the undersigned simultaneous notice of any event of default by Tenant under the Lease. The undersigned shall have ten (10) business days following the expiration of the time within which Tenant may have had to cure such default, within such time the undersigned may either cure said default on behalf of Tenant or may cure said default on the undersigned's own behalf. Such cure shall be deemed to be on behalf of the Tenant unless accompanied by a written statement from the undersigned that such cure is on behalf of the undersigned and that the Lease shall be henceforth deemed assigned to the undersigned, who thereby assumes all obligations of Tenant under the Lease. In any event, Tenant shall not be released from its obligations under the Lease.

The undersigned agrees this Guarantee is executed in order to induce the Landlord to lease the Leased Premises to Tenant with the intent that it be relied upon by the Landlord. This Guarantee shall run with the Leased Premises and without the need for any further assignment of this Guarantee to any subsequent owner of the Leased Premises or the need for any notice to the undersigned thereof. Upon assignment of the Landlord's interest in the Lease to any subsequent party, said subsequent party may enforce this Guarantee as if said party had been originally named as Landlord hereunder.

No right or remedy herein conferred upon or reserved to the Landlord is intended to be exclusive of any other available remedy or remedies but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Guarantee or now or hereafter existing at law or in equity. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but only by an instrument in writing duly executed by Landlord.

This Guarantee and each and every part hereof, shall be binding upon the undersigned and upon its heirs, administrators, representatives, executors, successors and assigns and shall inure to the pro rata benefit of each and every future Landlord with the Lease, including the heirs, administrators, representatives, executors, successors and assigns of the Landlord.

The undersigned expressly agrees that the liability and obligations under this Guarantee shall not in any way be affected by the institution by or against the Tenant of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar

proceedings for relief under any bankruptcy law or similar law for relief of debtors and that upon the institution of any of the above actions, at Landlord's sole discretion and without any notice thereof or demand therefor, the accrued unpaid rent and other payments due under the Lease shall become immediately due and payable and enforceable against the Guarantor, and immediately upon expiration of any period whereby Tenant may assume (and Tenant does not assume) the Lease or Tenant shall reject or otherwise terminate the Lease in connection with the above actions, the entire unpaid rent and other payments under the Lease shall become immediately due and payable and enforceable against the Guarantor.

The undersigned agrees to furnish to Landlord the undersigned's annual financial statements, audited if available, within 10 days of Guarantor's receipt of written request from Landlord, not to exceed twice in any given calendar year.

If this Guarantee be executed by more than one person or entity, the obligations of the undersigned are understood to be joint and several and are fully enforceable against all or any of the undersigned and neither the legal disaffirmity, death, nor release of any individual shall affect or release the joint and several liability of any other Guarantor.

The undersigned agrees that all indebtedness, liability or liabilities now or at any time or times hereafter owing by Tenant or any other guarantor to the undersigned are hereby subordinated to the Tenant's obligations under the Lease and any payment of indebtedness of the Tenant to the undersigned, if the Landlord so requests, shall be received by the undersigned as trustee for the Landlord on account of the Tenant's obligations under the Lease.

The undersigned agrees that the payment of any amount or amounts by the undersigned pursuant to this Guarantee shall not in any way entitle the undersigned whether at law, in equity or otherwise to any right to participate in any security held by the Landlord for the payment of the Tenant's obligations under the Lease, any right to direct the application or disposition of any such security or any right to direct the enforcement of any such security. Performance by the undersigned under this Guarantee shall not entitle the undersigned to be subrogated to any of the Tenant's rights and obligations under the Lease or to any security therefor, unless and until the full amount of the Tenant's obligations under the Lease has been fully paid.

This Guarantee is executed under and intended to be construed by the laws of the State of where the Leased Premises are located. The undersigned consents to be sued in the jurisdiction and venue of any District Court in the State where the Leased Premises in the state where the leased premises is located, or in any Court in a state where the undersigned is authorized to do business, such jurisdiction and venue to be determined at the sole option and election of Landlord.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed effective as of the day first written above.

FRESENIUS MEDICAL CARE HOLDINGS, INC

By: 
Print Name Bryan Mello
Title: Assistant Treasurer
Dated: 7/22/14

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") dated effective September 16, 2014, by and between Monmouth 1.0 LLC, an Illinois limited liability company, hereinafter referred to as "Landlord", and Fresenius Medical Care of Illinois, LLC, a Delaware limited liability company, d/b/a Fresenius Medical Care Monmouth, hereinafter referred to as "Tenant".

RECITALS:

A. WHEREAS, Landlord and Tenant are all of the parties to that certain Lease dated July 30, 2014 (the "Lease"), relating to premises to be constructed and located at 1225 Main Street, Monmouth, Illinois and more particularly described as "Premises" under the Lease.

B. WHEREAS, Tenant has requested and Landlord has agreed to amend the size of the Building to be constructed by Landlord on the Property;

C. WHEREAS, Landlord has already closed on the purchase of the Property; and

D. WHEREAS, Landlord and Tenant desire to amend said Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto, intending to be legally bound, hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings give to such terms in the Lease.

2. The Lease, specifically Section 1.1 and Exhibit A, is hereby revised to reflect that the size of the Premises to be constructed is hereby reduced from 5,500 rentable square feet to 4,960 rentable square feet.

3. The Base Rent Tables set forth in Sections 3.1 and 3.2 shall remain the same, except that the column entitled CPSF outlining the cost per a square foot is hereby deleted. The Base Rent to be paid during the Initial Term and for the Option Terms shall be paid, without adjustment as provided in Section 1.8, the same as if Landlord had constructed a 5,500 rentable square foot building.

4. Except as modified hereby, the Lease is ratified and confirmed in its entirety.

SIGNATURE PAGE TP FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment effective from and as of the date first above written.

Landlord:

Monmouth 1.0 LLC

By: [Signature]
 Name: Chad M. Benda
 Its: Manager

Tenant:

Fresenius Medical Care of Illinois, LLC

By: [Signature]
 Name: Bryan Mello
 Its: Assistant Treasurer

As an inducement to Landlord to enter into the First Amendment to Lease as set forth above, the undersigned hereby reaffirms its guaranty as provided in the Guaranty of Lease dated July 30, 2014.

Guarantor:

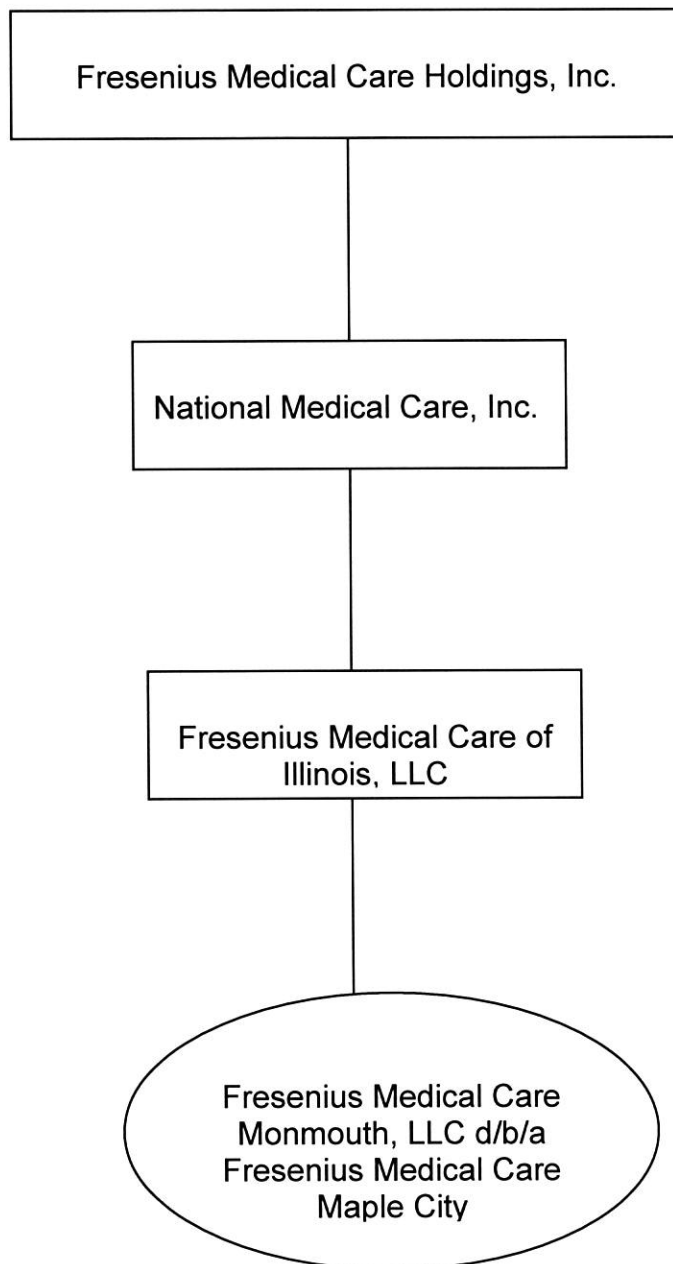
Fresenius Medical Care Holdings, Inc.

By: [Signature]
 Name: Bryan Mello
 Its: 9/22/14

Operating Identity/Licensee

Exact Legal Name: Fresenius Medical Care Monmouth, LLC d/b/a Fresenius Medical Care Maple City			
Address: 1225 N. Main Street, Monmouth, IL 61462			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	Sole Proprietorship
		☐	Other
○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.			

***Certificate of Good Standing at Attachment – 1.**



Current Fresenius CON Permits and Status

The Maple City facility does not have any outstanding CON permits. Below are those CON permits of Fresenius Medical Care that are not yet complete.

Project Number	Project Name	Project Type	Completion Date	Comment
#16-029	Fresenius Medical Care Ross Dialysis - Englewood	Relocation/Expansion	09/30/2018	Open, waiting for certification
#16-042	Fresenius Kidney Care Paris Community	Establishment	03/31/2020	Permit Renewal/Financial Commitment Extension Request Approved 10/30/18
#17-065	Fresenius Kidney Care New Lenox	Establishment	12/31/2019	Undergoing Shell construction
#18-006	Fresenius Kidney Care Madison County	Establishment	06/30/2020	Project obligated June 17, 2019 Shell bidding
#18-039	Fresenius Kidney Care Grayslake	Establishment	03/31/2021	Permitting phase
#18-045	Fresenius Kidney Care West Belmont	Expansion	2/14/2020	Permitted January 15, 2019
#19-028	Fresenius Kidney Care Metropolis	Expansion	5/31/2020	Permitted September 17, 2019
E-037-19	Fresenius Kidney Care West Metro	Change of Ownership	1/31/2020	Approved September 17, 2019

Discontinuation – General Information Requirements

- 1. Identify the category of service and the number of beds, if any, that are to be discontinued.**

Fresenius Medical Care Monmouth, LLC proposes to discontinue the Fresenius Medical Care Maple City ESRD facility consisting of 9 ESRD stations.

- 2. Identify all of the other clinical services that are to be discontinued.**

There are no other services to discontinue.

- 3. Provide the anticipated date of discontinuation for each identified service.**

The facility plans to discontinue its ESRD services by October 31, 2019.

- 4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.**

The leased space will be released back to the landlord.

- 5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.**

The facility's active patients, per their choice, are transferring to the Fresenius Galesburg, Macomb and Aledo facilities. Their medical records will be sent to the same facility also and will be maintained according to Fresenius' record retention policies.

- 6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.**

Certification on following page.

Criterion 1110.290 – Discontinuation

I am the General Manager at Fresenius Medical Care who oversees the Maple City facility. In accordance with 77 Il. Admin Code 1110.290, and with regards to Fresenius Medical Care Maple City, I certify the following:

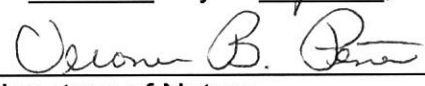
All questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and the required information will be submitted no later than 90 days following the date of discontinuation.



Signature

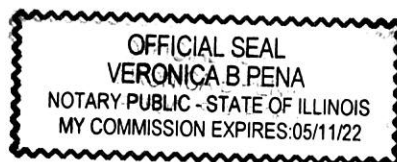
Tim Berberovich/General Manager
Name/Title

Subscribed and sworn to before me
this 20 day of September, 2019



Signature of Notary

Seal



REASONS FOR DISCONTINUATION – REVIEW CRITERION

The Maple City facility has been operating at an average utilization of 29%* over the past five years with further census decline in the most recent year as more patients are choosing to move to home dialysis modalities. 25% of the Monmouth/Galesburg/Macomb dialysis patients are now on home dialysis, with an increase this past year of 20%. Due to the trending low in-center utilization, Fresenius Medical Care has determined that continuing to operate the facility will impair its financial viability. Given the facility is a “satellite” clinic of the underutilized Galesburg facility, and the underutilized Fresenius Macomb and Aledo facilities are in close proximity to some of the patient’s homes, it is more feasible to accommodate the 19 Maple City patients at one of these Fresenius clinics, still encouraging those who qualify to choose home therapies while offering patients continuity of care.

There is currently an excess of 8 stations in HSA 2. The discontinuation of the Maple City facility will improve the distribution of services in the area.

*Per the 4th quarter HFSRB in-center hemodialysis facility patient census for 2014-2018 and June 30, 2019.

IMPACT ON ACCESS

- 1. Document whether or not the discontinuation will have an adverse effect upon access to care for residents of the facility's market area.**

The discontinuation of the Fresenius Maple City facility will not have an adverse effect upon access to care for the residents in the Monmouth/Galesburg healthcare market/17-mile radius. Monmouth is in HSA 2 and as of the September 2019 ESRD State station inventory there is an excess of 8 stations in this HSA. Fresenius Maple City is a "satellite" facility of Fresenius Galesburg, which is located within the 17-mile market radius. The Galesburg facility is operating at 73% utilization and has a growing home therapies department which has grown 20% in 2019 alone. Some current patients, per their physician's orders, will be encouraged to try home dialysis. Those who do not choose home therapies will be transferred to the Fresenius Galesburg, Macomb and Aledo facilities per their choice. These three clinics can accommodate the 19 patients of the Maple City facility as each patient chooses.

- 2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the planning area.**

No request for an impact statement was sent out to any other provider. Fresenius Medical Care operates all the Illinois clinics within 50 miles and is able to provide ongoing care for current patients.

BACKGROUND OF APPLICANT

1. **A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.**

See clinic list on following page.

2. **A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.**

Certification on following pages.

3. **Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**

Authorization on following pages.

Fresenius Kidney Care In-center Clinics in Illinois

#19-046

Clinic	Provider #	Address	City	Zip
Aledo	14-2658	409 NW 9th Avenue	Aledo	61231
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002
Aurora	14-2515	455 Mercy Lane	Aurora	60506
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651
Belleville	14-2839	6525 W. Main Street	Belleville	62223
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406
Bolingbrook	14-2605	329 Remington	Boilingbrook	60440
Breese	14-2637	160 N. Main Street	Breese	62230
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	1425 Main Street	Carbondale	62901
Centre West Springfield	14-2546	1112 Centre West Drive	Springfield	62704
Champaign	14-2588	1405 W. Park Street	Champaign	61801
Chatham	14-2744	333 W. 87th Street	Chicago	60620
Chicago Dialysis	14-2506	1806 W. Hubbard Street	Chicago	60622
Chicago Heights	14-2832	15 E. Independence Drive	Chicago Heights	60411
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608
Cicero	14-2754	3000 S. Cicero	Chicago	60804
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624
Crestwood	14-2538	4861W. Cal Sag Road	Crestwood	60445
Decatur East	14-2603	1830 S. 44th St.	Decatur	62521
Deerfield	14-2710	405 Lake Cook Road	Deerfield	60015
Des Plaines	14-2774	1625 Oakton Place	Des Plaines	60018
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	825 Sunset Avenue	DuQuoin	62832
East Aurora	14-2837	840 N. Farnsworth Avenue	Aurora	60505
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin	14-2726	2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805
Galesburg	14-8628	765 N Kellogg St, Ste 101	Galesburg	61401
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609
Geneseo	14-2592	600 North College Ave, Suite 150	Geneseo	61254
Glendale Heights	14-2617	130 E. Army Trail Road	Glendale Heights	60139
Glenview	14-2551	4248 Commercial Way	Glenview	60025
Grayslake	-	Belvidere Road	Grayslake	60030
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	101 Greenleaf	Gurnee	60031
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Highland Park	14-2782	1657 Old Skokie Road	Highland Park	60035
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Humboldt Park	14-2821	3500 W. Grand Avenue	Chicago	60651
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649
Joliet	14-2739	721 E. Jackson Street	Joliet	60432
Kewanee	14-2578	230 W. South Street	Kewanee	61443
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Lemont	14-2798	16177 W. 127th Street	Lemont	60439
Logan Square	14-2766	2721 N. Spalding	Chicago	60647
Lombard	14-2722	1940 Springer Drive	Lombard	60148
Macomb	14-2591	523 E. Grant Street	Macomb	61455
Madison County	-	1938 -1946 Grand Ave.	Granite City	62040
Maple City	14-2790	1225 N. Main Street	Monmouth	61462
Marquette Park	14-2566	6515 S. Western	Chicago	60636
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960
Midway	14-2713	6201 W. 63rd Street	Chicago	60638
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448
Moline	14-2526	400 John Deere Road	Moline	61265
Mount Prospect	14-2843	1710-1790 W. Golf Road	Mount Prospect	60056
Mundelein	14-2731	1400 Townline Road	Mundelein	60060

Clinic	Provider #	Address	City	Zip
Naperbrook	14-2765	2451 S Washington	Naperville	60565
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563
New City	14-2815	4622 S. Bishop Street	Chicago	60609
New Lenox	-	Cedar Crossing Development	New Lenox	60451
Niles	14-2559	7332 N. Milwaukee Ave	Niles	60714
Normal	14-2778	1531 E. College Avenue	Normal	61761
Norridge	14-2521	4701 N. Cumberland	Norridge	60656
North Avenue	14-2602	911 W. North Avenue	Melrose Park	60160
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630
Northcenter	14-2531	2620 W. Addison	Chicago	60618
Northfield	14-2771	480 Central Avenue	Northfield	60093
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611
Oak Forest	14-2764	5340A West 159th Street	Oak Forest	60452
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462
Oswego	14-2677	1051 Station Drive	Oswego	60543
Ottawa	14-2576	1601 Mercury Circle Drive, Ste. 3	Ottawa	61350
Palatine	14-2723	691 E. Dundee Road	Palatine	60074
Pekin	14-2571	3521 Veteran's Drive	Pekin	61554
Paris	-	721 E Court Street	Paris	61944
Peoria Downtown	14-2574	410 W Romeo B. Garrett Ave.	Peoria	61605
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615
Plainfield	14-2707	2320 Michas Drive	Plainfield	60544
Plainfield North	14-2596	24024 W. Riverwalk Court	Plainfield	60544
Polk	14-2502	557 W. Polk St.	Chicago	60607
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764
Prairie	14-2569	1717 S. Wabash	Chicago	60616
Randolph County	14-2589	102 Memorial Drive	Chester	62233
Regency Park	14-2558	124 Regency Park Dr., Suite 1	O'Fallon	62269
River Forest	14-2735	103 Forest Avenue	River Forest	60305
Rock Island	14-2703	2623 17th Street	Rock Island	61201
Rock River - Dixon	14-2645	101 W. Second Street	Dixon	61021
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	135 W. 111th Street	Chicago	60628
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621
Round Lake	14-2616	401 Nippersink	Round Lake	60073
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946
Sandwich	14-2700	1310 Main Street	Sandwich	60548
Schaumburg	14-2802	815 Wise Road	Schaumburg	60193
Silvis	14-2658	880 Crosstown Avenue	Silvis	61282
Skokie	14-2618	9801 Wood Dr.	Skokie	60077
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Elgin	14-2856	770 N. McLean Blvd.	South Elgin	60177
South Deering	14-2756	10559 S. Torrence Ave.	Chicago	60617
South Holland	14-2542	17225 S. Paxton	South Holland	60473
South Shore	14-2572	2420 E. 79th Street	Chicago	60649
Southside	14-2508	3134 W. 76th St.	Chicago	60652
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461
Southwestern Illinois	14-2535	7 Professional Drive	Alton	62002
Spoon River	14-2565	340 S. Avenue B	Canton	61520
Springfield East	14-2853	1800 E. Washington Street	Springfield	62703
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362
Steger	14-2725	219 E. 34th Street	Steger	60475
Streator	14-2695	2356 N. Bloomington Street	Streator	61364
Summit	14-2802	7319-7322 Archer Avenue	Summit	60501
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
Waterloo	14-2789	624 Voris-Jost Drive	Waterloo	62298
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085
West Batavia	14-2729	2580 W. Fabyan Parkway	Batavia	60510
West Belmont	14-2523	4943 W. Belmont	Chicago	60641
West Chicago	14-2702	1859 N. Neltnor	West Chicago	60185
West Metro	14-2536	1044 North Mozart Street	Chicago	60622
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302
West Willow	14-2730	1444 W. Willow	Chicago	60620
Westchester	14-2520	2400 Wolf Road, Ste. 101A	Westchester	60154
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959
Willowbrook	14-2632	6300 S. Kingery Hwy, Ste. 408	Willowbrook	60527
Woodridge	14-2845	7550 Janes Avenue	Woodridge	60517
Zion	14-2841	1920-1920 N. Sheridan Road	Zion	60099

Certification & Authorization

Fresenius Medical Care Monmouth, LLC

In accordance with Section III, A (2) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby certify that no adverse actions have been taken against Fresenius Medical Care of Monmouth, LLC by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities & Services Review Board; and

In regard to section III, A (3) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

By: [Signature]
 ITS: Bryan Mello
 Assistant Treasurer

By: [Signature]
 ITS: Dorothy Rizzo
 Assistant Treasurer

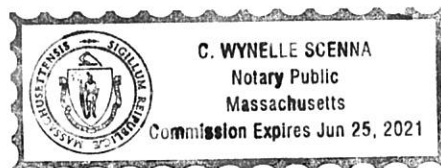
Notarization:
 Subscribed and sworn to before me
 this _____ day of _____, 2019

Notarization:
 Subscribed and sworn to before me
 this 18 day of Sept, 2019

C Wynelle Scenna
 Signature of Notary Signature of Notary

Seal

Seal



Certification & Authorization

Fresenius Medical Care Holdings, Inc.

In accordance with Section III, A (2) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby certify that no adverse actions have been taken against Fresenius Medical Care Holdings, Inc. by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities & Services Review Board; and

In regard to section III, A (3) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

By: [Signature]
 ITS: Bryan Mello
 Assistant Treasurer

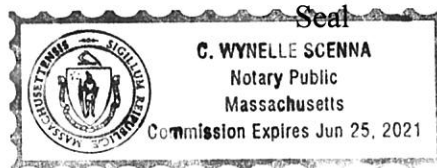
By: [Signature]
 ITS: Dorothy Rizzo
 Assistant Treasurer

Notarization:
 Subscribed and sworn to before me
 this _____ day of _____, 2019

Notarization:
 Subscribed and sworn to before me
 this 18 day of Sept, 2019

Signature of Notary C Wynelle Scenna Signature of Notary

Seal



The discontinuation of Fresenius Medical Care Maple City will not have any impact on safety net services in the Monmouth area of Warren County in HSA 2. Outpatient dialysis services are not typically considered "safety net" services, however, we do provide care for patients in the community who are economically challenged and/or who are undocumented who do not qualify for Medicare/Medicaid and qualify under FMCNA's Indigent Waiver policy. We assist patients who do not have insurance in enrolling when possible in Medicare, Medicaid or insurance on the Healthcare Marketplace. Also, our social services department assists patients who have issues regarding transportation and/or mobility needs with making arrangement for transport to and from the unit. Since it is anticipated that all patients will choose to transfer to area Fresenius clinics, patients will maintain access to these services.

This application will not have an impact on any other safety net provider in the area, as no hospital within the area provides dialysis services on an outpatient basis.

Fresenius Medical Care North America is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the CON Board's definition. However, Fresenius Kidney Care provides care to patients who do not qualify for any type of coverage for dialysis services. These patients are considered "self-pay" patients. They are billed for services rendered, and after three statement reminders the charges are evaluated to determine if criteria has been met for bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered and has not submitted the payment for same to the applicants. Fresenius notes that as a for profit entity, it does pay sales, real estate and income taxes. It also does provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation.

The table below shows the amount of "self-pay" care and Medicaid services provided for the 3 fiscal years prior to submission of the application for all Fresenius Kidney Care facilities in Illinois.

CHARITY CARE (Self-Pay)			
Charity (# of patients)(Self-Pay)	2016	2017	2018
(Out-patient only)	233	280	294
Total Charity (cost in dollars)	\$3,269,127	\$4,598,897	\$5,295,686
MEDICAID			
Medicaid (# of patients)	2016	2017	2018
(Out-patient Only)	396	320	328
Medicaid (revenue)	\$7,310,484	\$4,383,383	\$6,630,014

* As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance however, in 2018 of our commercial patients we had 977 Medicaid Risk patients with Revenues of \$30,748,374.

Fresenius Medical Care North America - Community Care/Charity Care

Fresenius Medical Care North America is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the CON Board's definition. However, Fresenius Kidney Care provides care to patients who do not qualify for any type of coverage for dialysis services. The following will document all the programs available to FMCNA patients to assist with any financial need for the provision of dialysis care.

Fresenius Medical Care North America (FMCNA) assists all our patients in securing and maintaining insurance coverage when possible.

Indigent Waiver Program

FMCNA has established an indigent waiver program to assist patients who are unable to obtain insurance coverage or who lack the financial resources to pay for medical services. This program is not advertised to patients, but is discussed with patients who have indicated a financial hardship and a need for Indigent Waiver consideration and have not qualified for any other available programs.

In order to qualify for an indigent waiver, a patient must satisfy eligibility criteria for both annual income and net worth.

Annual Income: A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have an annual income in excess of four (4) times the Federal Poverty Standard in effect at the time. Patients whose annual income is greater than two (4) times the Federal Poverty Standard may qualify for a partial indigent waiver based upon a sliding scale schedule approved by the Office of Business Practices and Corporate Compliance.

Net Worth: A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have a net worth in excess of an amount of thirteen (13) times the Federal Poverty Standard (or such other amount as may be established by the Office of Business Practices and Corporate Compliance based on changes in the Consumer Price Index).

The Company recognizes the financial burdens associated with ESRD and wishes to ensure that patients are not denied access to medically necessary care for financial reasons. At the same time, the Company also recognizes the limitations imposed by federal law on offering "free" or "discounted" medical items or services to Medicare and other government supported patients for the purpose of inducing such patients to receive ESRD-related items and services from FMCNA. An indigent waiver excuses a patient's obligation to pay for items and services furnished by FMCNA (or excuses a portion of the charges if patient qualifies for sliding scale discount when annual income is between 5 and 13 times the Federal Poverty Guideline). Patients may have dual coverage of AKF assistance (or other insurance coverage) and an Indigent Waiver if their financial status qualifies them for multiple programs.

IL Medicaid and Undocumented patients

FMCNA has a bi-lingual Regional Insurance Coordinator who works directly with Illinois Medicaid to assist patients with Medicaid applications. An immigrant who is unable to produce proper documentation will not be eligible for Medicaid unless there is a medical emergency. ESRD is considered a medical emergency.

The Regional Insurance Coordinator will petition Medicaid if patients are denied and assist undocumented patients through the application process to get them Illinois Medicaid coverage. This role is actively involved with the Medicaid offices and attends appeals to help patients secure and maintain their Medicaid coverage for all their healthcare needs, including transportation to their appointments. Patients who are not found to qualify may apply for the Indigent Waiver Program.

FMCNA Collection policy

FMCNA's collection policy is designed to comply with federal law while not penalizing patients who are unable to pay for services.

FMCNA does not use a collection agency for patient collections unless the patient receives direct insurance payment and does not forward the payment to FMCNA.

Patient Accounts are reviewed periodically for consideration of patient liability and to determine if the account meets criteria to be written off as bad debt (uncollected revenue).

Medicare and Medicaid Eligibility

Medicare: Patients are eligible for Medicare when they meet the following criteria: age 65 or older, under age 65 with certain disabilities, and people of all ages with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant) provided they have met the government work credit requirements.

There are three insurance programs offered by Medicare, Part A for hospital coverage, Part B for medical coverage and Part D for pharmacy coverage. Most people don't have to pay a monthly premium, for Part A. This is because they or a spouse paid Medicare taxes while working. If a beneficiary doesn't get premium-free Part A, they may be able to buy it if they (or their spouse) aren't entitled to Social Security, because they didn't work or didn't pay enough Medicare taxes while working, are age 65 or older, or are disabled but no longer get free Part A because they returned to work. Part B and Part D both have monthly premiums.

Medicare does allow members to enroll in Health Plans for supplemental coverage. Supplemental coverage (secondary) is any policy that pays balances after the primary pays reducing any out of pocket expenses incurred by the member.

Medicare will pay 80% of what is allowed by a set fee schedule. The patient would be responsible for the remaining 20% not paid by Medicare. The supplemental (secondary) policy covers the cost of co-pays, deductibles and the remaining 20% of charges.

Medicaid: Low-income Illinois residents who can't afford health insurance may be eligible for Medicaid. In addition to meeting federal guidelines, individuals must also meet the state criteria to qualify for Medicaid coverage in Illinois.

Self-Pay

A self-pay patient would not have any type of insurance coverage (un-insured). They may be un-insured because they do not meet the eligibility requirements for Medicare or Medicaid and can not afford a commercial insurance policy.

In addition, a patient balance becomes self-pay after their primary insurance pays, but the patient does not have a supplemental insurance policy to cover the remaining balance. The AKF assistance referenced earlier may or may not be available to these patients, dependent on whether they meet AKF eligibility requirements.

Patients who are self-pay are eligible to apply for the Indigent Waiver Program or any other insurance assistance. Self-pay patient accounts are reviewed on a periodic basis for consideration of patient liability and to determine if the account meets the criteria to be written off to bad debt (uncollected revenue).

CHARITY CARE			
	2016	2017	2018
Net Patient Revenue	\$450,657,245	\$461,658,707	\$436,811,409
Amount of Charity Care (self-pay charges)	\$3,269,127	\$4,598,897	\$5,295,686
Cost of Charity Care (Self-Pay)	\$3,269,127	\$4,598,897	\$5,295,686

*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.



September 20, 2019

Ms. Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd Floor
Springfield, IL 62761

Re: Fresenius Medical Care Maple City

Dear Ms. Avery,

I am submitting the attached discontinuation application for consideration by the Illinois Health Facilities and Services Review Board. A filing fee of \$2,500 payable to the Illinois Department of Public Health was submitted via overnight delivery arriving September 23, 2019.

I believe this application conforms with the applicable standards and criteria of Part 1110 and 1120 of the Board's regulations. Please advise me if you require anything further to deem the enclosed application complete.

Sincerely,

Lori Wright
Senior CON Specialist