

November 14, 2022

Randy Huyck, Analyst
Washington State Department of Health
Certificate of Need Program
111 Israel Rd. S.E.
Tumwater, WA 98501

RE: CN23-02 Screening

Dear Mr. Huyck,

On behalf of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (“FMCNA”, “Fresenius”), please find attached our responses to the Department’s screening questions included in your letter on September 27, 2022.

With respect to WAC 246-310-090(2)(c), we choose option #1:

1. Submit written supplemental information with a request to continue screening until the information is complete.

FMCNA also appreciates the technical assistance call with the Department on September 22, 2022 to discuss the current relocation application (CN23-02) and recent two-station expansion approved under CN1909. As discussed in the technical assistance call, FMCNA will pursue the following two amendments:

1. Amend CN23-02 to request a relocation of twenty-two (22) stations and one (1) isolation station. It is FMCNA’s expectation that these screening responses, which incorporate the effects of the reduced station count, excluding the two-station expansion originally requested, along with the prior CN application materials, will serve as the Amendment of CN23-02.
2. Amend CN1909 to have the two (2) station expansion be operationalized at the proposed new site post-relocation. If approved, then FKC Cowlitz will be CN-approved for twenty-four (24) stations and one (1) isolation station.

An amendment fee for CN23-02 has been mailed to accompany these screening responses. If you have questions on these screening responses, please contact me at 503.507.4967 or casey.stowell@freseniusmedicalcare.com .

Sincerely,



Casey Stowell, Sr. Director of Education
Fresenius Medical Care North America
20900 SW 115th Ave. Suite 190
Tualatin, OR 97062

APPLICANT DESCRIPTION

- 1. The response to question 6 on page 5 states “In September 2021, FKC Cowlitz was approved for a two-station expansion and issued CN1909. FKC Cowlitz has not yet operationalized those stations.” Provide the anticipated operation date for those two stations.**

FMCNA appreciates the technical assistance call with the Department on September 22, 2022 to discuss the current relocation application (CN23-02) and recent two-station expansion approved under CN1909. As discussed in the technical assistance call, FMCNA will pursue the following two amendments:

1. Amend CN23-02 to request a relocation of twenty-two (22) stations and one (1) isolation station.¹ It is FMNCA’s expectation that these screening responses, which incorporate the effects of the reduced station excluding the two-station expansion originally requested, with the prior CN application materials, will serve as the Amendment of CN23-02. An amendment fee for CN23-02 has been mailed to accompany these screening responses.
2. Amend CN1909 to have the two (2) station expansion be operationalized at the proposed new site post-relocation. If approved, then FKC Cowlitz will be CN-approved for twenty-four (24) stations and one (1) isolation station.

FMCNA anticipates submitting the amendment to CN1909 by the end of November. If the amendment to CN1909 is approved, then FMCNA anticipates the two-station expansion will become operational by August 1, 2025.

PROJECT DESCRIPTION

- 2. The addresses provided on page 6 do not appear contiguous. Explain how these two parcels may be used for the proposed facility.**

See Exhibit A for a legal description of the property within the purchase and sale agreement (PSA) attached as Exhibit 14. As stated at the beginning of Exhibit A of the PSA, the two parcels (02867 and 02870) comprise “One contiguous, vacant parcel of real property totaling approximately 2.88 acres in the aggregate that has full, legal access to Ocean Beach Highway.”

See attached Exhibit 16 for zoning documentation. Exhibit 16A presents a zoning map of Longview, WA indicating the proposed site is in a “General Commercial” (GC) District. Exhibit 16B further demonstrates that “Health Care Providers” are a permitted use in a GC designated district.

¹ See response #20 presenting the capital expenditure estimate of \$4,566,470 for amended CN23-02.

3. **The proposed location is four miles from the current location and only two miles from the not-yet-operational FKC Longview. Explain how the patients previously served by a location in the urban core of Longview will benefit from this relocation to an outlying area very near another FKC facility.**

Cowlitz County residents will continue to have great geographic access at the proposed site for FKC Cowlitz, with very limited impact on drivetime. The drivetime impact will only represent a few minutes differential, and it could be either a relatively shorter / longer commute depending on where the patient resides. It is important to note that while FKC Cowlitz will be moving from the urban core, there are several residential communities to the west in the direction of where the new site is located.

As discussed in the application, the current site is a dated facility, with a layout that is not designed to current industry best practice, whereas the proposed relocation clinic will be located in a building that will provide the most state-of-the-art levels of patient care.

- a. All new clinic designed to the latest in patient care standards.
- b. Nurse and tech stations designed with patient observation in mind.
- c. Industry leading Water room and Central Water Processing equipment.
- d. Onsite parking and immediate access for patients, staff and Doctors.
- e. Home Therapies suites designed for the latest in PD and Home Hemo modalities.

Overall, the proposed relocation will offer an enhanced patient experience and provide an environment designed to best foster quality of care.²

4. **Because of the proximity of the proposed location to FKC Longview, does FKC intend to complete the FKC Longview project?**

Yes, Fresenius does intend to complete its FKC Longview project. FMCNA currently anticipates it will complete the project by May 1, 2023.

5. **The timeline provided on page six of the application anticipates that the new stations would be ready for survey and be operational on May 1, 2025, assuming a January 1, 2023 CN decision. Being that the review timeline was delayed, and a new timeline approximates a decision date in March 2023, is May 1, 2025 still the anticipated date the relocated FKC Cowlitz would be ready for survey and operational? If no provide the new timeline.**

Assuming a CN review completion date of end-of-March 2023, the new uncontested operational date for the project is anticipated to be August 1, 2025.

² The alternative analysis presented in the application supporting relocation to the new site is still applicable to the revised project description under amended CN23-02.

Table 1. FKC Cowlitz Timeline (Revised)

Event	Anticipated Month, Day, and Year
Assumed Completion of CN Review	March 31, 2023
Design Complete	October 5, 2023
Construction Commenced	August 23, 2024
Construction Completed	April 21, 2025
Facility Prepared for Survey	August 1, 2025

6. **The table on page 7 of the application shows that FKC Cowlitz is currently operating 25 CMS certified stations, yet the statement referenced above indicates that the two approved stations are not yet operational. Identify how many stations, by type, that are currently operational at FKC Cowlitz.**

The table on page 7 was referencing CN approved station counts, not CMS certified. See the table below for a revised station count with current CMS certified station counts and the counts if the proposed relocation is approved. Please note that FKC Cowlitz has not yet operationalized or certified the one exempt isolation station it is CN-approved for under the one-time isolation adjustment. The new site will allow FKC Cowlitz to operate an isolation room.

Table 2. FKC Cowlitz Station Counts (Revised)

	Before		After	
	CMS Certified Stations	Stations Counted in the Methodology	CMS Certified Stations	Stations Counted in the Methodology
General Use In-center Stations	22	22	22	22
Permanent Bed Stations	0	0	0	0
Exempt Isolation Station	0 ¹	0	1	0
Isolation Station	0	0	0	0
Total Stations	22	22	23	22

¹FKC Cowlitz has not yet operationalized or certified the one (1) exempt isolation station it is CN-approved for under the one-time isolation adjustment.

Note: the station counts exclude the two (2) stations approval under CN1909. As noted in response #1, FKC Cowlitz plans to submit an amendment to CN1909 to have the two-station expansion become operational at the new site which will increase the total station count to twenty-five (25).

7. **On page seven, the response to question seven details the services offered at FKC Cowlitz but does not answer the stated question about whether any of these services would change as a result of the project. Will these change as a result of this project?**

FKC Cowlitz will continue the services currently offered, including in-center hemodialysis, home hemodialysis and peritoneal dialysis training and support for dialysis patients. FKC Cowlitz also offers an evening shift, beginning after 5 pm, for dialysis patients.

In addition to the services described above, FKC Cowlitz will also operate the one isolation station it is CN-approved for but has not yet been able to operate.

WAC 246-310-210 AND 246-310-800 TO 246-310-833 – NEED

8. Please identify the projected operational date of the yet-to-be-opened facility identified as FKC Longview in the tables in this section.

FMCNA currently anticipates it will complete the FKC Longview project by May 1, 2023.

9. The historical utilization table 6 on page 12 records 24 in-center stations for 2021 and subsequent years. Given that the additional two in-center stations are not yet operational, explain how the historical values for 2021 and projected values for 2022 can be accurate. Provide any revised tables and any associated assumptions or financial projections that may result from examining these values.

The forecast included in the application holding FKC Cowlitz’s utilization constant was intended to be conservative, as DaVita will be opening its new dialysis facility and the new FKC Longview facility will become operational.

At 127 in-center patients and the currently operational twenty-two (22) stations, this equals an occupancy of 5.77 patients per station. Even under the twenty-four (24) non-isolation station count, this equals 5.29 patients per station. The occupancy estimates under either scenario show a facility with very high occupancy at near peak capacity. The two additional stations will help relieve some of the significant demand pressures currently experienced.

For amended CN23-02 with twenty-two (22) stations and one operational station, the constant utilization assumption is used, as FKC Cowlitz is already operating at nearly peak capacity. To the extent there is greater patient volume, then financial performance will increase with additional economies of scale.

See Table 3 below for the utilization forecast updated based on the revised timeline in response #5 and revised station count under amended CN23-02.

Table 3. FKC Cowlitz Utilization Forecast (Revised Timeline)

	2022	2023	2024	Jan-Jul 2025	Aug-Dec 2025	2026	2027	2028
Total in-center stations*	22	22	22	22	22	22	22	22
Total in-center patients	127	127	127	127	127	127	127	127
Total in-center treatments	17,914	17,914	17,914	10,450	7,464	17,914	17,914	17,914
Total home patients	31	31	31	31	31	31	31	31
Total home treatments	4,815	4,815	4,815	2,809	2,006	4,815	4,815	4,815

*Station count excludes 1 isolation station. Any patients included in table above requiring medically necessary isolation will have access to FKC Cowlitz’s one isolation room.

WAC 246-310-220 AND 246-310-815 – FINANCIAL FEASIBILITY

10. This application contains historical and projected income statements for the FKC Cowlitz facility in exhibits 6B and 6C, and a historical balance sheet for FKC Longview, LLC in Exhibit 12B. Are the financial statements for FKC Longview LLC identical to the financial statements for FKC Cowlitz? If no, provide historical income statements for FKC Longview, LLC.

Yes, Fresenius Kidney Care Longview, LLC's financial statements are the same as FKC Cowlitz, as FKC Cowlitz is the only facility owned by FKC Longview, LLC.

11. Provide the site control documentation requested in question 3 on page 17 of the application.

Presented below is a description of parties related to site control for the proposed project:

- + *Land Seller:* Marie Wade / Franklin E. Wade, Jr.
- + *Land Purchaser / Proposed Landlord:* Longview Renal Construction LLC
- + *Proposed Tenant:* Fresenius Kidney Care Longview, LLC

See Exhibit 14 for the purchase and sale agreement for the proposed site. Longview Renal Construction LLC is purchasing the site and constructing the building to lease to FKC Cowlitz. See Exhibit 15A for an executed binding letter of intent to lease between Longview Renal Construction LLC and Fresenius Kidney Care Longview, LLC, including the draft lease agreement attached as Exhibit 15B.

12. Provide the zoning documentation requested in question 4 on page 17 of the application.

See attached Exhibit 16 for zoning documentation. Exhibit 16A presents a zoning map of Longview, WA indicating the proposed site is in a "General Commercial" (GC) District. Exhibit 16B further demonstrates that "Health Care Providers" are a permitted use in a GC designated district.

13. The capital expenditure table on page 17 of the application identifies expenditures for construction and fixed equipment. Will FKC Longview LLC be constructing the building on leased land or will the landowner construct the building and lease it to FKC Longview? Consistent with question 10 above, provide executed copies of any relevant building and land lease agreements.

See response #11 for a description of parties and their respective roles related to site control for the proposed project.

EXHIBIT REVIEW

Exhibit 3 – Single Line Drawings

- 14. Exhibit 3 only contains a line drawing for the proposed facility. Provide line drawings showing the current configuration of FKC Cowlitz and the configuration of FKC Cowlitz following completion of the two recently-approved stations.**

See Revised Exhibit 3A for the single line drawing of the currently operational 22 stations at the existing site.

In accordance with amended CN23-02, please see Revised Exhibit 3B for a revised single line drawing and corresponding square footage estimates for the proposed 22 and 1 isolation stations at the new site.

- 15. The chart on page 7 of the application identifies no isolation stations currently in use – either exempt or non-exempt, however this line drawing shows three stations in two different rooms identified as “Separation A” and “Separation B.” Explain this apparent discrepancy between the table on page 7 and the line drawing.**

FMCNA is unsure what this question is in reference to, as the single line drawing presented in Application Exhibit 3 only included one isolation area labeled “Separation Room”. We do not see rooms labeled “Separation A” or “Separation B”.

As discussed in response #6, FKC Cowlitz has not yet operationalized the one exempt isolation station it is CN-approved for under the one-time isolation adjustment. The new site will allow FKC Cowlitz to operate an isolation station.

Exhibit 6B – Financial Statements - Forecasts

- 16. The financial assumptions in Exhibit 6B appear to hold all costs constant except for management service fees, rent expense, and physician compensation, however the ‘total personnel’ line item decreases in 2025 and later years. Explain this change and provide revised assumptions or financial statements as appropriate**

Many of the costs are held constant given the utilization is held constant. Some expenses such as supplies or ancillary expenses would be expected to change proportional to any change in utilization. Management service fees are calculated on a per treatment basis but also include a 2.5% per year increase pursuant to Section 3.1 of the Administrative Services Agreement. Physician compensation increases from the 2021 baseline due to the new medical director agreement provided in application Exhibit 7 that was effective as of September 1, 2021. Rent expenses are described in the discussion below.

See attached Revised Exhibit 6 with the following updates to the financial forecast.

Update to Lease Expenses

The rent expense has been updated to reflect terms established in the lease agreement included in new Exhibit 15B. These expenses increase per year according to the rates established in Section 3.1 of the lease agreement.

Update to Personnel Expenses

Upon review of the historical and forecasted staffing, it was found that there were corrections needed to the staffing and wage rate data. Please see Table 4 below. Note, the same methodology as described in the application has been applied but with corrected wage rate and 2021 historical FTE data.

Table 4. FKC Cowlitz, Historical and Proposed Staffing, by FTE and Position

Productive FTEs, by Type	Avg. Hourly Wage	Sep - Dec 2019	2020	2021	Interim	Aug - Dec 2025	2026	2027	2028
Admin/Management	\$47.18	1	1.0	1.11	1.11	1.11	1.11	1.11	1.11
Outpatient RN	\$47.43	7.44	7.3	6.60	6.60	6.60	6.60	6.60	6.60
Patient Care Technician	\$23.26	17.87	17.8	15.60	15.60	15.88	15.88	15.88	15.88
Equipment Technician	\$29.03	1.11	1.0	1.00	1.00	1.26	1.26	1.26	1.26
Social Worker	\$29.35	0.83	1.2	1.14	1.14	1.26	1.26	1.26	1.26
Dietitian	\$38.17	1.41	1.5	1.38	1.38	1.38	1.38	1.38	1.38
Secretary	\$21.66	1.85	1.9	2.00	2.00	2.00	2.00	2.00	2.00
Home Manager	\$52.32	0.35	0.38	0.30	0.30	0.30	0.30	0.30	0.30
Home RN	\$52.32	3.01	3.57	3.17	3.17	3.17	3.17	3.17	3.17
Total		34.87	35.55	32.30	32.30	32.96	32.96	32.96	32.96

Interim period is 2022 to July 2025

Source: Applicant

Update to Depr/Amort (Existing) + Interest

Existing depreciation/amortization and interest expense are based on 2021 Cowlitz actuals, including accounting adjustments applicable under International Financial Reporting Standards (IFRS). It is assumed that approximately 10% of the 2021 depreciation/amortization and interest (\$248,759 * 10% = \$24,876) will decrease per year over the forecast as many of the existing assets will be past their useful life. Please note that the financial model also includes new project-related depreciation which on net results in a higher value compared to 2021.

Exhibit 7 – Medical Director Agreement

17. This agreement has several parties included as “Member Physicians”. Please confirm or correct that the below credential numbers are the corresponding person’s Washington State Department of Health credential number. And if they are not, please provide the correct credential. Also,

please identify whether any of these physicians will perform medical director duties at FKC Cowlitz

Name	WA State DOH Credential Number
Dr. Mahesh Dungal	MD60560532
Dr. Majd Isreb	MD00048412
Dr. Jagannath Saikumar	MD60801533
Dr. Sandeep Vetteth	

Those credentials are correct. Dr. Vetteth's credential number is MD60594991.

Exhibit 8A – Joint Venture Agreement

18. Sections 3.17; 3.18; 7.1; and Exhibit E, section 4, all contain blocks of redacted material. To the extent possible, describe the nature of the redacted material and how its redaction will not affect review of this project.

Section 3.1.7 outlines types of company actions that may not take place without (depending on the action) the approval of: (a) a majority in interest of the members, (b) a super majority in interest of the members, (c) the approval of all members, or (d) the approval of Health Ventures. As stated in the application, the members of Fresenius Kidney Care Longview, LLC (the “**JV**”) are Renal Care Group Northwest, Inc., with 60% interest, and Health Ventures, with 40% interest. Both members of the JV have approved the filing of CN23-02, and both members have submitted letters of financial commitment. With the approval and commitment of both members already stated, there is nothing in the redacted language in 3.1.7 that has any bearing or impact on CN23-02.

The redacted portion of **Section 3.1.8** addresses non-compete restrictions on activities of the JV members acting outside the members' interest in the JV within a defined exclusive territory. There are no restrictions on actions taken via a member's interest in the JV. Section 3.1.8 also describes remedies for breach of that section. The redacted portion of Section 7.1 lists the corresponding definition of “Exclusive Territory.” The JV considers this information to be confidential. Since CN23-02 relates to activities which fall under the members' interest in the JV (relocation of the existing clinic), and such proposed relocation of the existing clinic is permitted under Section 1.3 of the JV Agreement, which broadly outlines the purpose of the Company and geographic scope of its activities (see response to Question #19 herein), redaction of this non-compete information will not affect review of the project.

Exhibit E is a Noncompetition Agreement that a former member would be required to sign upon a transfer of all of their interest to a new member. The redacted portion of **Exhibit E, Section 4** describes the period of time during which the covenants outlined in the Noncompetition Agreement will be in effect. The JV considers this information to be confidential. The period of time a former member would be restricted from undertaking competitive activities after selling their interest has no bearing on or relevance to the proposed relocation.

19. **The joint venture agreement identifies only the current location for FKC Cowlitz is covered by this agreement. Identify the location in the joint venture agreement that allows relocation of the facility. Alternately, provide a revised agreement or executed addendum that covers the proposed location.**

Section 1.3 of the joint venture agreement broadly defines the purpose of the Company to own and operate renal dialysis programs at 600 Broadway, Longview, Washington, and additional locations within the Exclusive Territory. The Company's purpose further includes the authorization to engage in all activities necessary or convenient to the operation of dialysis programs. The proposed relocation is needed to provide a modern facility designed to align with current industry best practices and is within the Company's purpose and defined Exclusive Territory. Additionally, Health Ventures, which is a subsidiary of PeaceHealth Network, has approved the proposed relocation as documented in the financial commitment letter from PeaceHealth submitted as Exhibit 11B of the CN Application.

Attached as Exhibit 17 is a letter from John Rodriguez, Fresenius Kidney Care Longview, LLC's Board Chair, confirming that the proposed new location (2224 and 2314 38th Avenue Longview, Washington) is within the Exclusive Territory.

Exhibit 8B – Administrative Services Agreement

20. **Section 3.1 has redacted values for the monthly service fee and the project development fee. Explain where these fees might be located in the financial statements.**

Monthly Management Service Fee

The monthly management service fee is calculated at \$23.00 per treatment and then escalated at 2.5% annually beginning on January 1, 2021. Please see attached Revised Exhibits 6A-6C for updated financial model exhibits. The monthly management service fee is included within "Total Admin" in Revised Exhibit 6A (historical financial exhibit). The management service fees have been separated out from other admin expenses in Revised Exhibit 6B. Pursuant to Section 3.1 of the Administrative Services Agreement, monthly management service fees are calculated at \$23.00 per dialysis treatment and escalated 2.5% every year beginning on January 1, 2021.

Project Development Fee

The project development fee in Section 3.1 of the administrative services agreement is 7% of total project costs excluding equipment. This fee had not been incorporated in the application capital expenditures table. Please see Table 5 below for a revised capital expenditure table that reflects the 7% project development fee for non-equipment costs (i.e. tenant improvement and A&E fees in this case).

Table 5. FKC Cowlitz Capital Expenditures, by Type

Item	TOTAL
a. Land Purchase	
b. Utilities to Lot Line	
c. Land Improvements	
d. Building Purchase	
e. Residual Value of Replaced Facility	
f. Building Construction ¹	\$3,354,084
g. Fixed Equipment (not already included in the construction contract)	\$391,428
h. Movable Equipment	\$548,760
i. Architect and Engineering Fees ²	\$272,198
j. Consulting Fees	
k. Site Preparation	
l. Supervision and Inspection of Site	
m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)	
1. Land	
2. Building	
3. Equipment	
4. Other	
n. Washington Sales Tax	Included above
Total Estimated Capital Expenditure	\$4,566,470
¹ <i>Building Construction</i> includes \$3,134,658 in tenant improvements and the 7% project development fee pursuant to the administrative services agreement.	
² <i>Architect and Engineering Fees</i> includes \$254,391 in A&E fees and the 7% project development fee pursuant to the administrative services agreement.	

Exhibit 9 – Non-Binding Contractor Letter

21. This exhibit is blank. Provide the requested contractor’s estimate.

See attached Exhibit 9 for the non-binding contractor letter. Please note this is for the tenant improvement and, therefore, excludes the 7% project development fees included in the *Building Construction* line-item in the capital expenditures above.

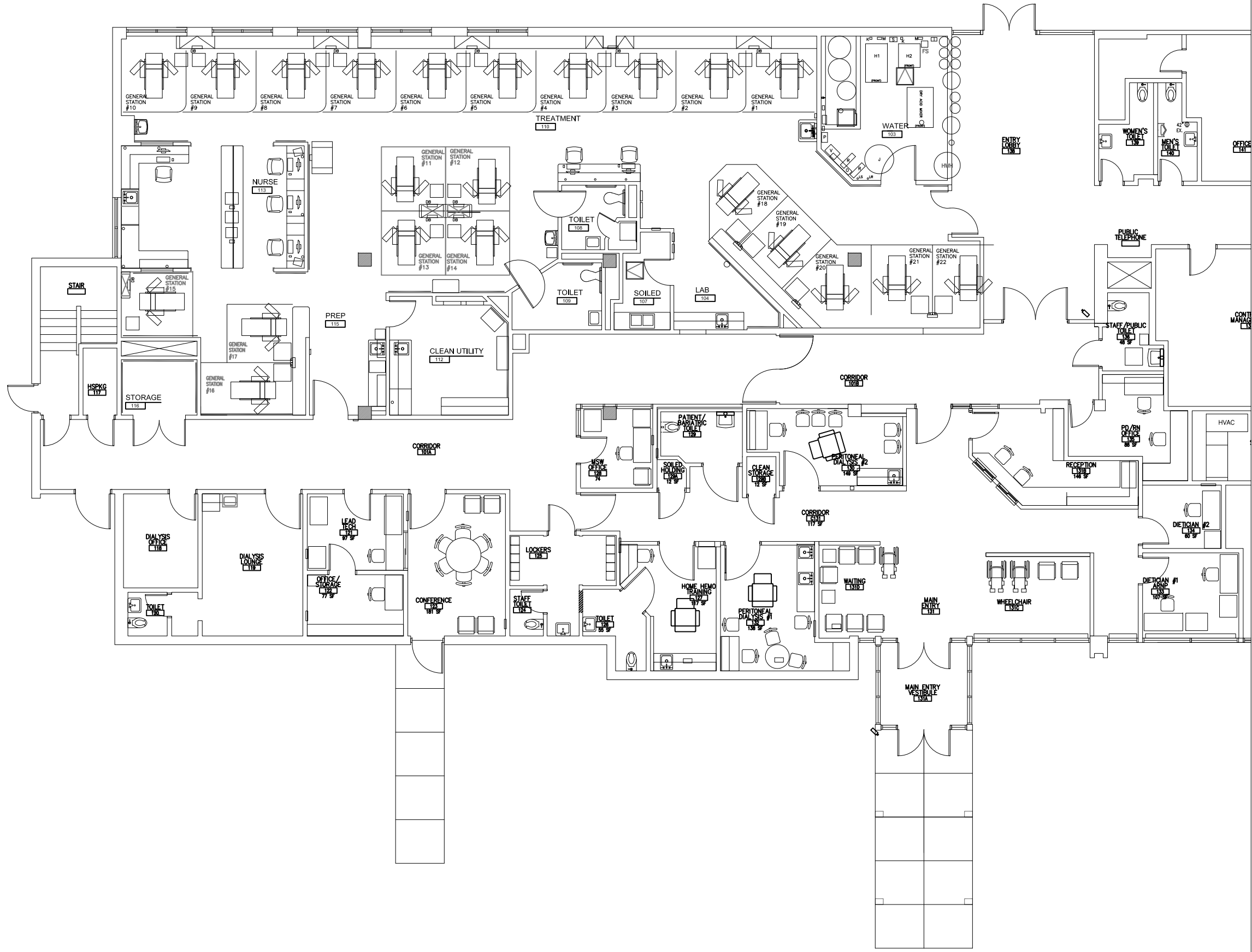
Exhibit 10 – Equipment List

22. Based on the quantities of furniture and equipment to be purchased, the equipment list appears to anticipate no use of furniture or equipment currently in use by the applicant facility. Explain why none of the existing furniture or equipment will be used and how that decision is consistent with cost containment.

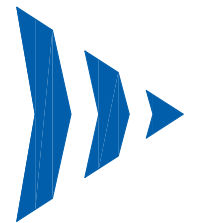
The basis for the new equipment list is due to the fact that the furniture, chairs and equipment in the existing facility will be past their useful lifespan, and will need to be replaced, as FKC Cowlitz is not anticipated to be operational at its new site until August 2025.

Due to amended CN23-02 reducing the current relocation request by two stations, then there are minor modifications to the equipment list. See Revised Exhibit 10 for a revised equipment list, including reducing the quantity of TVs, T-machines, and dialysis chairs by two.

Revised Exhibit 3A.
Single Line Drawing – Existing



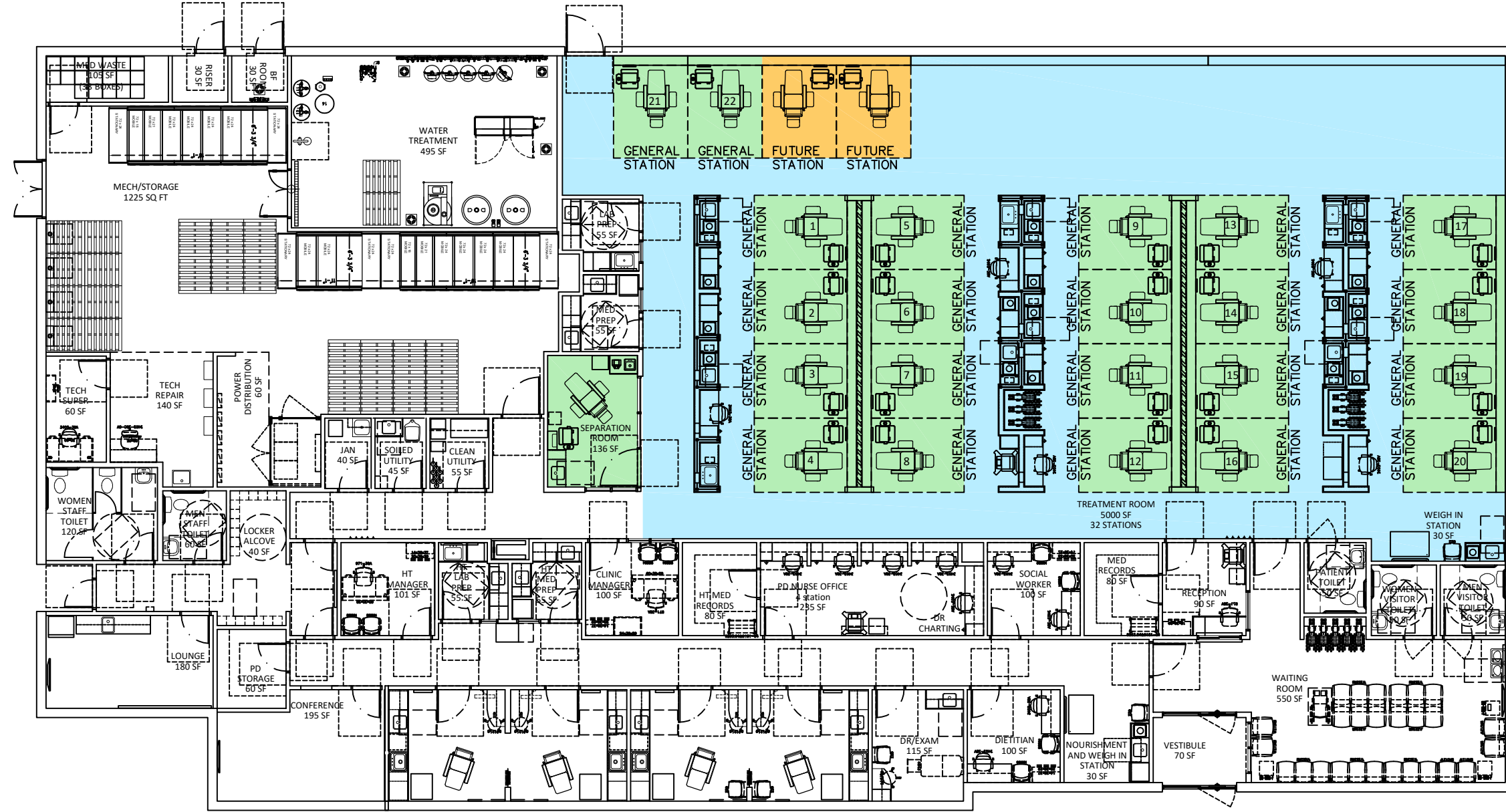
FRESENIUS MEDICAL CARE



DRAWN BY:	SSM
GROSS SQUARE FOOTAGE:	8,548 SF
NET SQUARE FOOTAGE:	8,244 SF
TREATMENT SQUARE FOOTAGE:	3,264 SF
SCALE:	NOT TO SCALE

CON FLOOR PLAN FOR:
LONGVIEW, WA
 PROJECT # 100915 Cowitz County
 ADDRESS: 600 Broadway, Longview WA 98632

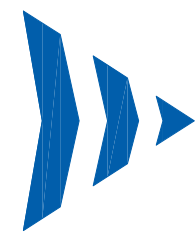
Revised Exhibit 3B.
Single Line Drawing – Proposed



■	TREATMENT FLOOR
■	GENERAL STATIONS
■	FUTURE STATIONS

CON FLOOR PLAN FOR:
COWLITZ COUNTY, WA
 PROJECT #100915-2-RL-W-BO-2022
 ADDRESS: 2314 38th Avenue
 Longview WA 98632

DRAWN BY:	SSM
NET SQUARE FOOTAGE:	12,250 SF
GROSS SQUARE FOOTAGE:	12,425 SF
TREATMENT SQUARE FOOTAGE:	5,000 SF
SCALE:	NOT TO SCALE



**FRESENIUS
 MEDICAL CARE**

FKC Cowlitz

Relocate 22 + 1 isolation

Maximum Allowable Treatment Area Table

[WAC 246-310-800 \(11\)](#)

AREA	ALLOWABLE SF	Units	# STATIONS	CALCULATED SF
General use/non-isolation	150	sf/station	22	3,300
Bed station / non-isolation	200	sf/station	0	0
Isolation station	200	sf/station	1	200
Future expansion stations	150	sf/station	2	300
Subtotal				3,800
Other treatment	75%	% of Subtotal		2,850
Maximum Treatment S.F. Area				6,650

Actual Square Footage Table

AREA	ACTUAL UNIT SF	Units	# STATIONS	ACTUAL SF
General use/non-isolation	80	sf/station	22	1,760
Bed station / non-isolation	100	sf/station	0	0
Isolation station	136	sf/station	1	136
Future expansion stations	80	sf/station	2	160
Subtotal				2,056
Other treatment				2,944
Actual Treatment S.F. Area				5,000
Non-Treatment Floor Space				5,533
Actual Total Clinic S.F. Area				10,533

<u>Total Maximum Treatment SF</u>	6,650	>	<u>ACTUAL Treatment SF</u>	5,000
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Exhibit 6A.
Financial Statements – Historical

Fresenius Kidney Care - Cowlitz Dialysis Center
Historical Statement of Revenues and Expenses, Sep 2019 - Dec 2021

	Sep - Dec 2019	Full Year 2020	Full Year 2021
Revenues			
Net Revenue Before Bad Debt	\$ 2,510,507	\$ 10,208,404	\$ 8,566,323
Charity Care	\$ (22,092)	\$ (89,834)	\$ (75,384)
Bad Debt	\$ (89,623)	\$ (409,678)	\$ (272,451)
Total Net Revenue	\$ 2,398,792	\$ 9,708,892	\$ 8,218,488
Expenses			
Total Personnel	\$ (1,309,523)	\$ (3,414,058)	\$ (3,243,494)
Total Med Supplies	\$ (278,246)	\$ (748,224)	\$ (923,775)
Total Ancillary	\$ (405,649)	\$ (746,682)	\$ (748,901)
Other Med	\$ (45,911)	\$ (170,727)	\$ (215,812)
House Keeping & Utilities	\$ (84,446)	\$ (122,794)	\$ (119,137)
Total Admin*	\$ (320,468)	\$ (1,044,596)	\$ (972,247)
Rent Expense**	\$ (91,098)	\$ (275,116)	\$ (281,493)
Depr/Amort + Interest Expense	\$ (53,219)	\$ (282,191)	\$ (248,759)
Total Expenses w/o Physician compensation	\$ (2,588,560)	\$ (6,804,388)	\$ (6,753,618)
Profit From Operations (Excludes Physician compensation)	\$ (189,769)	\$ 2,904,504	\$ 1,464,869
Physician Compensation (Medical Director's Fee)	\$ (20,800)	\$ (63,024)	\$ (109,515)
Net Income Before Taxes (includes Allocations)	\$ (210,569)	\$ 2,841,480	\$ 1,355,355

*Total Admin includes administrative expenses and management service fees

**Note: the rent payment is full service gross, so separate property operating expenses/taxes is not applicable.

Exhibit 6B.
Financial Statements – Forecast

Fresenius Kidney Care - Cowlitz Dialysis Center
Statement of Revenues and Expenses

	<u>Aug - Dec 2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Months of Operation	5	12	12	12
Patients and Treatments				
I/C PAT	127	127	127	127
<u>Total Home PAT</u>	31	31	31	31
Total PAT	158	158	158	158
I/C TMT	7,464	17,914	17,914	17,914
<u>Total Home TMT</u>	2,006	4,815	4,815	4,815
Total TMT	9,470	22,729	22,729	22,729
Revenue				
In-Center Revenue	2,813,166	6,751,599	6,751,599	6,751,599
Home Revenue	756,135	1,814,723	1,814,723	1,814,723
Bad Debt	(113,521)	(272,451)	(272,451)	(272,451)
Charity Care	(31,410)	(75,384)	(75,384)	(75,384)
Total Net Revenue	3,424,370	8,218,488	8,218,488	8,218,488
Expenses				
I/C Personnel	1,152,913	2,766,990	2,766,990	2,766,990
<u>Home Personnel</u>	231,424	555,417	555,417	555,417
Total Personnel	1,384,337	3,322,408	3,322,408	3,322,408
I/C Med Supplies	303,366	728,079	728,079	728,079
<u>Home Med Supplies</u>	81,540	195,696	195,696	195,696
Total Med Supplies	384,906	923,775	923,775	923,775
Ancillary	312,042	748,901	748,901	748,901
Other Med	89,922	215,812	215,812	215,812
House Keeping & Utilities	49,641	119,137	119,137	119,137
Admin expenses (Excluding Management Service Fees)	181,838	436,411	436,411	436,411
Management Service Fee	246,443	606,249	621,406	636,941
Rent Expense	290,969	706,241	718,247	730,457
Other Property	29,097	70,624	71,825	73,046
Depr/Amort (Existing) + Interest	62,190	124,380	99,504	74,628
Depr/Amort (Project Tenant Improvements and Equipment)	139,905	335,771	335,771	335,771
Total Other Expense	1,402,046	3,363,526	3,367,013	3,371,103
Total Expenses w/o Physician Compensation	3,171,289	7,609,709	7,613,196	7,617,287
Profit From Operations (Excludes Physician Comp)	253,081	608,779	605,292	601,201
<u>Physician Compensation</u>	140,469	213,334	216,534	219,782
Net Income				
Net Income Before Taxes (includes Allocations)	112,612	395,445	388,757	381,419

FKC Cowlitz
Pro Forma Assumptions

Patient Volumes

Utilization projections, including the assumptions used to derive the forecasts, are presented in the application and screening responses.

It is assumed the number of treatments per patient is 141.1/year for in-center and 155.3/year for home based on annualized full year 2021 actuals ("2021 actuals", "actuals").

Revenues

In-center revenues are based on FKC Cowlitz 2021 actuals, given it is an existing facility. Payer mix statistics have also been obtained from FKC Cowlitz actuals. Revenues are calculated by payer and treatment. Bad debt and charity care are subtracted from revenues to yield net revenue figures.

Charity Care

Calculated at 0.88% of revenue based on the experience of Fresenius' facilities in Washington State.

Bad Debt

Calculated on a per treatment basis from FKC Cowlitz actuals.

Expenses

Unless otherwise noted, expenses have been calculated on a per treatment basis from FKC Cowlitz actuals.

Personnel expenses are based on identified patient to staff ratios and incorporates a 10% non-productive factor. Wage figures have been compiled from current rates as of screening at the FKC Cowlitz facility.

Management Services Fees: management service fees have been carved out from other admin expenses. Pursuant to Section 3.1 of the Administrative Services Agreement, management monthly service fees are calculated at \$23.00 per dialysis treatment and escalated 2.5% every year beginning on January 1, 2021.

Rent Expense is based on rates presented in Lease Section 3.1. Rent commencement is assumed to begin May 2025.

Other Property is set to 10% of base rent based on general experience of Fresenius' facilities in Washington State. The new lease agreement does not identify a specific dollar estimate for these expenses. Further, FKC Cowlitz's existing lease is full service gross; therefore, it does not have a historical 'Other Property as % of Base Rent' estimate available.

Existing depreciation/amortization and interest expense are based on 2021 Cowlitz actuals, including accounting adjustments applicable under International Financial Reporting Standards (IFRS). It is assumed that approximately 10% of the 2021 depreciation/amortization and interest ($\$248,759 * 10\% = \$24,876$) will decrease per year over the forecast as many of the existing assets will be past their useful life. Please see below for discussion of project-related depreciation.

Project-related Depreciation is straight-line; assumes 15 years on leaseholds and 10 years on equipment.

Physician Compensation: see MDA Sections 3.01.1 and 3.01.2.

Fresenius Kidney Care - Cowlitz Dialysis Center

Productive FTEs, by Type	Aug - Dec 2025	2026	2027	2028
Admin/Management	1.11	1.11	1.11	1.11
Outpatient RN	6.60	6.60	6.60	6.60
Patient Care Technician	15.88	15.88	15.88	15.88
Equipment Technician	1.26	1.26	1.26	1.26
Social Worker	1.26	1.26	1.26	1.26
Dietitian	1.38	1.38	1.38	1.38
Secretary	2.00	2.00	2.00	2.00
Home Manager	0.30	0.30	0.30	0.30
Home RN	3.17	3.17	3.17	3.17
Total	32.96	32.96	32.96	32.96

Productive + Non-Productive FTEs, by Type	Aug - Dec 2025	2026	2027	2028
Admin/Management	1.2	1.2	1.2	1.2
Outpatient RN	7.3	7.3	7.3	7.3
Patient Care Technician	17.5	17.5	17.5	17.5
Equipment Technician	1.4	1.4	1.4	1.4
Social Worker	1.4	1.4	1.4	1.4
Dietitian	1.5	1.5	1.5	1.5
Secretary	2.2	2.2	2.2	2.2
Home Manager	0.3	0.3	0.3	0.3
Home RN	3.5	3.5	3.5	3.5
Total	36.3	36.3	36.3	36.3

Non-Productive = 10% of Productive time.

FKC Cowlitz				
Total Wages and Salaries	Aug - Dec 2025	2026	2027	2028
Admin/Management	\$ 49,930	\$ 119,832	\$ 119,832	\$ 119,832
Outpatient RN	\$ 298,430	\$ 716,231	\$ 716,231	\$ 716,231
Patient Care Technician	\$ 352,021	\$ 844,850	\$ 844,850	\$ 844,850
Equipment Technician	\$ 34,982	\$ 83,956	\$ 83,956	\$ 83,956
Social Worker	\$ 35,367	\$ 84,881	\$ 84,881	\$ 84,881
Dietitian	\$ 50,216	\$ 120,519	\$ 120,519	\$ 120,519
Secretary	\$ 41,298	\$ 99,116	\$ 99,116	\$ 99,116
Home Manager	\$ 14,964	\$ 35,912	\$ 35,912	\$ 35,912
Home RN	\$ 158,115	\$ 379,475	\$ 379,475	\$ 379,475
Total, All FTEs	\$ 1,035,322	\$ 2,484,773	\$ 2,484,773	\$ 2,484,773

Fresenius Kidney Care - Cowlitz Dialysis Center

FKC Cowlitz				
Total Benefits	Aug - Dec 2025	2026	2027	2028
Admin/Management	\$ 16,832	\$ 40,396	\$ 40,396	\$ 40,396
Outpatient RN	\$ 100,603	\$ 241,447	\$ 241,447	\$ 241,447
Patient Care Technician	\$ 118,669	\$ 284,805	\$ 284,805	\$ 284,805
Equipment Technician	\$ 11,793	\$ 28,302	\$ 28,302	\$ 28,302
Social Worker	\$ 11,923	\$ 28,614	\$ 28,614	\$ 28,614
Dietitian	\$ 16,928	\$ 40,628	\$ 40,628	\$ 40,628
Secretary	\$ 13,922	\$ 33,413	\$ 33,413	\$ 33,413
Home Manager	\$ 5,044	\$ 12,106	\$ 12,106	\$ 12,106
Home RN	\$ 53,302	\$ 127,924	\$ 127,924	\$ 127,924
Total, All FTEs	\$ 349,015	\$ 837,635	\$ 837,635	\$ 837,635

FKC Cowlitz				
Total Wages, Salaries Benefits	Aug - Dec 2025	2026	2027	2028
Admin/Management	\$ 66,762	\$ 160,229	\$ 160,229	\$ 160,229
Outpatient RN	\$ 399,032	\$ 957,678	\$ 957,678	\$ 957,678
Patient Care Technician	\$ 470,689	\$ 1,129,655	\$ 1,129,655	\$ 1,129,655
Equipment Technician	\$ 46,774	\$ 112,258	\$ 112,258	\$ 112,258
Social Worker	\$ 47,290	\$ 113,495	\$ 113,495	\$ 113,495
Dietitian	\$ 67,145	\$ 161,147	\$ 161,147	\$ 161,147
Secretary	\$ 55,220	\$ 132,529	\$ 132,529	\$ 132,529
Home Manager	\$ 20,008	\$ 48,019	\$ 48,019	\$ 48,019
Home RN	\$ 211,416	\$ 507,399	\$ 507,399	\$ 507,399
Total, All FTEs	\$ 1,384,337	\$ 3,322,408	\$ 3,322,408	\$ 3,322,408

Exhibit 6C.
Financial Statements – Combined

Fresenius Kidney Care - Cowlitz Dialysis Center
Statement of Revenues and Expenses
COMBINED (WITH PROJECT)

	Sep - Dec 2019	2020	2021	2022	2023	2024	Jan - Jul 2025	Aug - Dec 2025	Full Year 2025	2026	2027	2028
Revenues												
Net Revenue Before Bad Debt and Charity Care	\$ 2,510,507	\$ 10,208,404	\$ 8,566,323	\$ 8,566,323	\$ 8,566,323	\$ 8,566,323	\$ 4,997,022	\$ 3,569,301	\$ 8,566,323	\$ 8,566,323	\$ 8,566,323	\$ 8,566,323
Charity Care	\$ (22,092)	\$ (89,834)	\$ (75,384)	\$ (75,384)	\$ (75,384)	\$ (75,384)	\$ (43,974)	\$ (31,410)	\$ (75,384)	\$ (75,384)	\$ (75,384)	\$ (75,384)
Bad Debt	\$ (89,623)	\$ (409,678)	\$ (272,451)	\$ (272,451)	\$ (272,451)	\$ (272,451)	\$ (158,930)	\$ (113,521)	\$ (272,451)	\$ (272,451)	\$ (272,451)	\$ (272,451)
Total Net Revenue	\$ 2,398,792	\$ 9,708,892	\$ 8,218,488	\$ 8,218,488	\$ 8,218,488	\$ 8,218,488	\$ 4,794,118	\$ 3,424,370	\$ 8,218,488	\$ 8,218,488	\$ 8,218,488	\$ 8,218,488
Expenses												
Total Personnel	\$ (1,309,523)	\$ (3,414,058)	\$ (3,243,494)	\$ (3,243,494)	\$ (3,243,494)	\$ (3,243,494)	\$ (1,892,038)	\$ (1,384,337)	\$ (3,276,374)	\$ (3,322,408)	\$ (3,322,408)	\$ (3,322,408)
Total Med Supplies	\$ (278,246)	\$ (748,224)	\$ (923,775)	\$ (923,775)	\$ (923,775)	\$ (923,775)	\$ (538,869)	\$ (384,906)	\$ (923,775)	\$ (923,775)	\$ (923,775)	\$ (923,775)
Ancillary	\$ (405,649)	\$ (746,682)	\$ (748,901)	\$ (748,901)	\$ (748,901)	\$ (748,901)	\$ (436,859)	\$ (312,042)	\$ (748,901)	\$ (748,901)	\$ (748,901)	\$ (748,901)
Other Med	\$ (45,911)	\$ (170,727)	\$ (215,812)	\$ (215,812)	\$ (215,812)	\$ (215,812)	\$ (125,890)	\$ (89,922)	\$ (215,812)	\$ (215,812)	\$ (215,812)	\$ (215,812)
House Keeping & Utilities	\$ (84,446)	\$ (122,794)	\$ (119,137)	\$ (119,137)	\$ (119,137)	\$ (119,137)	\$ (69,497)	\$ (49,641)	\$ (119,137)	\$ (119,137)	\$ (119,137)	\$ (119,137)
Total Admin Expenses	\$ (320,468)	\$ (1,044,596)	\$ (972,247)	\$ (972,247)	\$ (972,247)	\$ (972,247)	\$ (567,144)	\$ (428,281)	\$ (995,425)	\$ (1,042,661)	\$ (1,057,817)	\$ (1,073,352)
Rent Expense + Other Property Expense	\$ (91,098)	\$ (275,116)	\$ (281,493)	\$ (281,493)	\$ (281,493)	\$ (281,493)	\$ (164,204)	\$ (320,066)	\$ (484,270)	\$ (776,865)	\$ (790,072)	\$ (803,503)
Depr/Amort + Interest Expense	\$ (53,219)	\$ (282,191)	\$ (248,759)	\$ (248,759)	\$ (248,759)	\$ (248,759)	\$ (145,109)	\$ (62,190)	\$ (207,299)	\$ (124,380)	\$ (99,504)	\$ (74,628)
Depr/Amort (Project Tenant Improvements and Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (139,905)	\$ (139,905)	\$ (335,771)	\$ (335,771)	\$ (335,771)
Total Expenses w/o Physician compensation	\$ (2,588,560)	\$ (6,804,388)	\$ (6,753,618)	\$ (6,753,618)	\$ (6,753,618)	\$ (6,753,618)	\$ (3,939,611)	\$ (3,171,289)	\$ (7,110,899)	\$ (7,609,709)	\$ (7,613,196)	\$ (7,617,287)
Profit From Operations (Excludes Physician compensation)	\$ (189,769)	\$ 2,904,504	\$ 1,464,869	\$ 1,464,869	\$ 1,464,869	\$ 1,464,869	\$ 854,507	\$ 253,081	\$ 1,107,588	\$ 608,779	\$ 605,292	\$ 601,201
Physician Compensation (Medical Director's Fee)	\$ (20,800)	\$ (63,024)	\$ (109,515)	\$ (109,515)	\$ (109,515)	\$ (109,515)	\$ (63,884)	\$ (140,469)	\$ (204,353)	\$ (213,334)	\$ (216,534)	\$ (219,782)
Net Income Before Taxes (includes Allocations)	\$ (210,569)	\$ 2,841,480	\$ 1,355,355	\$ 1,355,355	\$ 1,355,355	\$ 1,355,355	\$ 790,624	\$ 112,612	\$ 903,235	\$ 395,445	\$ 388,757	\$ 381,419

*Total Admin includes administratives expenses and management service fees

Intervening Periods

Held constant at full year 2021 actuals, adjusted by effective number of months.

Exhibit 9.
Contractor Letter



September 7, 2022

Chris King, RECS Project Manager
Fresenius Medical Care
15205 N.E. 46th Street
Vancouver, WA 98682

Re: *FMC Cowlitz County (38th Street, Longview, WA)*

Mr. King:

Please accept our budgetary construction costs for the FMC Cowlitz County dialysis unit being proposed to the State of Washington.

Tenant Improvement Costs: \$3,134,658.00

Please note that the proposed amounts are budgetary in nature and subject to final design document development and AHJ requirements. Our costs are based on our knowledge of FMC's standard clinics.

These costs include Washington State sales tax and permits but do not include the following:

Owners FF&E costs, Architect and Engineering Fees, Consulting fees, Special Inspection fees, Financing costs, Utility meter or connection charges, development fees, real estate commissions or legal fees.

Please contact me should you have any questions 949.697.9621.

Sincerely,

Chris Morris
President

**Revised Exhibit 10.
Equipment List**

FKC Cowlitz (Relocation)
Equipment List

Fixed Equipment	Quantity	Price Per Unit	Total Cost
30100 - Signage	1	\$16,500	\$16,500
Scale	2	\$3,049	\$6,098
34120 - Generator and Transfer Switch	1	\$85,000	\$85,000
34122 - Project Water Treatment Equipment	1	\$250,000	\$250,000
Security System	1	\$4,500	\$4,500
Subtotal Fixed Equipment			\$362,098
Sales Tax			\$29,330
Total Fixed Equipment			\$391,428

Moveable Equipment	Quantity	Price Per Unit	Total Cost
<u>Artwork/Furniture</u>			
HT Room	4	\$550	\$2,200
HT Nurse	4	\$500	\$2,000
Chief Tech office and work	1	\$1,500	\$1,500
CM Office	1	\$2,350	\$2,350
Conf Room	1	\$3,700	\$3,700
Dialysis Area	1	\$600	\$600
Dietician Office	1	\$1,850	\$1,850
Dr Exam Room	1	\$1,450	\$1,450
Dr Office	1	\$1,250	\$1,250
Dr Exam Room	1	\$1,000	\$1,000
Locker area	1	\$650	\$650
Lounge	1	\$4,500	\$4,500
Nurse Station	2	\$1,000	\$2,000
Receptionist	1	\$1,250	\$1,250
Social Worker Office	1	\$1,850	\$1,850
Storage Shelving	1	\$3,500	\$3,500
Waiting Room	1	\$7,150	\$7,150
Warehousing and delivery	1	\$4,500	\$4,500
Artwork	1	\$5,000	\$5,000
<u>Equipment</u>			
34104 - Computer Equipment	10	\$1,000	\$10,000
Network Rack	1	\$3,472	\$3,472
34105 - TV's	30	\$1,000	\$30,000
34108 - T-Machine	23	\$15,000	\$345,000
34111.a - Dialysis Beds (Nocturnal or By Request Or	1	\$4,500	\$4,500
Dialysis Chairs	29	\$1,880	\$54,520
Defibrillator	1	\$1,200	\$1,200
Hoyer Lift	1	\$1,500	\$1,500
Hand Truck/Pallet jack	1	\$900	\$900
Crash Cart	1	\$750	\$750
Medical Refrigerator	2	\$5,000	\$10,000
IV Pump	4	\$1,500	\$6,000
O2 Concentrator	8	\$1,000	\$8,000
Telephone System	1	\$9,350	\$9,350
Subtotal Moveable Equipment			\$533,492
Sales Tax (Less Dialysis Machines)			\$15,268
Total Moveable Equipment			\$548,760

Exhibit 14.
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

1. PARTIES. The names and addresses of the parties ("Parties") to this Agreement are:

Seller. Marie Wade individually, and as Trustee of the Franklin Family Trust and as Co-Trustee of the Franklin Family Trust
Franklin E. Wade, Jr. a/k/a Frank Wade, individually, and as Co-Trustee of the Franklin Family Trust
c/o Todd Wade, Woodford Commercial Real Estate
208 Vine Street
Kelso, WA 98626

Purchaser. Longview Renal Construction LLC
North Central Plaza 1
12655 N. Central Expressway, Suite 200
Dallas, TX 75243
Attention: Andrew T. Carnahan

2. PROPERTY. Seller agrees to sell, convey, transfer and assign, and Purchaser agrees to purchase and pay for the following, all of which is collectively referred to in this Agreement as the "Property:"

(a) Land. The tract of land is described as follows and shall be referred to in this Agreement as the "Land:"

See Exhibit "A", attached hereto and incorporated herein by this reference.

(b) Appurtenances. All of Seller's rights and appurtenances to the Land, including, without limitation, all reversions, remainders, easements, rights-of-way, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with such Land or the Improvements (as defined below), together with all of Seller's right, title and interest in and to any strips of land, streets, and alleys abutting or adjoining the Land and all air, mineral, and riparian rights related to the Property, if any.

(c) Improvements. All existing improvements, structures and fixtures, if any, placed, constructed, installed or located on the Land, and all fences, gates, plants, trees, landscaping and other appurtenances, if any, located upon, over or under the Land, all of which are referred to in this Agreement as the "Improvements."

(d) Personal Property. All fixtures, furniture, furnishings, fittings, equipment, appliances, machinery, apparatus, appliances, supplies, and other articles of tangible personal property owned by Seller and attached to, appurtenant to, or located in, on, or used in connection with the Land and Improvements, if any, all of which are referred to in this Agreement as the "Personal Property."

(e) Contract Rights. Seller's right, title, and interest in all assignable warranties, guaranties, and bonds, relating to the Land, the Improvements, or the Personal Property (collectively the "Warranties"). Seller agrees, at or prior to Closing, to terminate all service contracts relating to the Land, the Improvements, or the Personal Property (the "Service Contracts"), if any, and Seller agrees and acknowledges that Purchaser is not assuming any Service Contracts at Closing.

(f) Permits. All right, title and interest of Seller in and to all governmental permits, licenses, variances, waivers, certificates and authorizations relating to the construction, development, use or operation of the Property, to the extent that they relate to the Property and are assignable (the "Permits"), including, without limitation, those with respect to occupancy, foundation, use, utilities, building, fire, life safety, traffic and zoning held by or granted to Seller with respect to the Property.

(g) Plans and Studies. All site plans, surveys, plats, soil and substrata studies, architectural, construction, road, drainage and utility drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans, appraisals, marketing, feasibility, and environmental studies, and other plans or studies of any kind in Seller's possession or control that relate to the Land, the Improvements, or the Personal Property.

(h) Intangible Property. Any and all other rights, privileges, and appurtenances owned by Seller and in any way related to or used in connection with the Property, to the extent that they relate to the Property and are assignable, including, without limitation, rights to use any and all trademarks and trade names relating to the Property (collectively, the "Intangible Property").

3. PURCHASE PRICE. Subject to the conditions of this Agreement, Purchaser agrees to pay the following purchase price (the "Purchase Price") in the following manner:

(a) Total Amount. The total amount of the Purchase Price is Eight Hundred Fifty Thousand Dollars (\$850,000.00).

(b) Payment. The total amount of the Purchase Price shall be paid in federal wire transfer funds at Closing.

4. ESCROW DEPOSIT. Within three business days after the date that is the later of Purchaser or Seller executing this Agreement, Purchaser agrees to deliver an escrow deposit in the amount of \$10,000.00 (the "Escrow Deposit") to be held in escrow by the Title Company as escrow agent; provided, however, that as independent consideration for Seller's agreement to enter into this Agreement and to provide Purchaser with the Feasibility Period and Development Approvals Period (as both are defined hereafter), concurrently herewith \$100.00 of such Escrow Deposit shall be released by the Title Company directly to Seller (the "Independent Consideration"), which Independent Consideration shall be retained by Seller as Seller's sole property immediately upon receipt and which Independent Consideration shall be non-refundable to Purchaser in all events. Title Company shall place the Escrow Deposit in a non-interest-bearing account at a financial institution whose accounts are insured by an agency of the federal government. If Purchaser defaults under this Agreement and Seller is not in default, after giving effect to all applicable notice

and cure periods, Seller shall be entitled to receive the Escrow Deposit as liquidated damages as provided in this Agreement and as Seller's sole and exclusive remedy. If Seller defaults under this Agreement and Purchaser is not in default, after giving effect to all applicable notice and cure periods, Purchaser shall be entitled to receive an immediate refund of the Escrow Deposit, as provided in this Agreement in addition to the other remedies available to Purchaser as provided in this Agreement. In the event of any dispute between Seller and Purchaser concerning disbursement of the Escrow Deposit, the Title Company shall be authorized to file an interpleader suit in the District Court of the county in which the Property is located, and the disposition of such funds shall be determined in accordance with such proceeding, and the Title Company shall be released of all further liability with respect to such Escrow Deposit; provided, however, in the event Purchaser terminates this Agreement within one (1) business day following the expiration date of the Feasibility Period (as defined below) and pursuant to Section 5(b) hereof, then, in such event, the Title Company shall be irrevocably required to immediately refund the Escrow Deposit to Purchaser in full termination of this Agreement, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement.

5. INFORMATION AND FEASIBILITY PERIOD; DEVELOPMENT APPROVALS PERIOD. Seller shall furnish certain information and documents, and Purchaser shall have a period of time to study the feasibility of purchasing the Property, and shall seek to obtain all necessary development approvals as follows:

(a) Disclosure Documents. Within five (5) days after the Effective Date of this Agreement, Seller shall deliver to Purchaser copies of the following, to the extent in Seller's possession or subject to its control: (i) any Service Contracts; (ii) any existing environmental site assessments or other environmental reports with respect to the possible presence of hazardous materials (including asbestos) on or in the Property; (iii) all existing reports relating to the physical condition of the Property or the Improvements; (iv) the existing owner's title policy(ies) and/or surveys of the Land and Improvements; (v) tax statements for years 2019-2021; and (vi) all other documents, records and other information pertaining to the Property, including, but not limited to, those documents listed on Exhibit "B", attached hereto and incorporated herein by this reference (collectively the "Disclosure Documents").

(b) Feasibility Period. If Seller has timely delivered the Disclosure Documents as referenced in Section 5(a) above, then for a period beginning on the Effective Date of this Agreement and continuing for ninety (90) days thereafter (as such may be extended, the "Feasibility Period"), Purchaser shall have the right of investigation and inspection of the Property, and the documents and records described above, to determine whether or not Purchaser desires to proceed with the purchase of the Property; provided, however, that if Seller does not timely deliver the Disclosure Documents referenced in Section 5(a) above, then the Feasibility Period shall not begin on the Effective Date but shall begin on the date of Purchaser's receipt of the Disclosure Documents referenced in Section 5(a) above and the expiration date of the Feasibility Period shall be extended by one day for each day Seller is late in delivering the Disclosure Documents. During such Feasibility Period, and during the period prior to the Closing, Purchaser and Purchaser's agents shall have the right of access to the Property for the purpose of conducting such investigation and inspection. If, in Purchaser's sole judgment and discretion, Purchaser decides that Purchaser wishes to terminate this Agreement for any reason or for no reason, then Purchaser

shall give Seller written notice of such fact not later than (1) business day following the expiration date of the Feasibility Period. Purchaser shall have no obligation to notify Seller of any reasons for such rescission, and in such event, the Escrow Deposit (less the Independent Consideration) shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement. If Purchaser does not give written notice of its election to terminate this Agreement until 11:59 PM MST on the date that is within one (1) business day following the expiration date of the Feasibility Period in Purchaser's sole discretion, then the Feasibility Period shall be deemed permanently waived by Purchaser and this Agreement shall remain in full force and effect. Purchaser shall not cause or permit any damage or injury to the Property and Purchaser shall repair any damage or injury to the Property resulting from Purchaser's investigation and inspection of the Property. Purchaser shall indemnify and hold harmless Seller on account of any claims, causes of action, damages and expenses, (including reasonable attorneys' fees) arising out of or relating to any damage caused to the Property resulting from the acts of Purchaser, its agents, employees or contractors under the provisions of this Section which are not the fault of Seller in any way, and Seller acknowledges and agrees that in no event shall Purchaser have any liability with respect to conditions which are discovered by Purchaser as part of its inspections during the Feasibility Period and which are promptly disclosed to Seller. The foregoing obligations to repair the Property and indemnify Seller shall survive Closing and delivery of the Deed to Purchaser and/or termination of this Agreement, notwithstanding any other language to the contrary in this Agreement.

(c) Development Approvals Period. If Purchaser has not terminated this Agreement on or prior to the expiration of the Feasibility Period, then Purchaser shall have a period commencing on the date after the expiration of the Feasibility period and continuing until the earlier of: (i) the date that all applicable and necessary governmental and/or third-party approvals, licenses, permits, changes in zoning or land use, variances, plats or maps, re-plats or map amendments, special or conditional use designations, CON relocation/expansion approval, and/or subdivision(s) (collectively, the "Approvals"), are received by Purchaser in final and non-appealable form in order to develop the Property into Purchaser's desired use, or (ii) the date that is eleven (11) months from the Effective Date ("Development Approvals Period"). During the Development Approvals Period, Seller covenants and agrees to use its best efforts to cooperate with Purchaser's efforts to receive all of the Approvals, including the execution by Seller of all required or necessary applications, affidavits, statements or other documents, and to provide such information and documentation as necessary or appropriate in connection with the process of receiving the Approvals. Seller agrees and acknowledges that Purchaser may, but is not required to, start the process of seeking to obtain the Approvals during the Feasibility Period; provided, however, that Purchaser agrees that it shall start the application process for the Approvals no later than sixty (60) days into the Development Approvals Period and Purchaser agrees to exercise reasonable diligence in pursuing such Approvals.

In the event that Purchaser is unable to receive all of the Approvals during the Development Approvals Period, or in the event any such Approvals are received with conditions, limitations or restrictions which are unacceptable to Purchaser, in Purchaser's sole discretion, then Purchaser may terminate this Agreement by giving Seller written notification of the same at any time during the Development Approvals Period. If Purchaser so terminates this Agreement, then the Escrow

Deposit (less the Independent Consideration) shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, if the state in which the Property is located requires the Property to be subdivided before it can be conveyed to Purchaser, then this requirement cannot be waived, and Seller and Purchaser acknowledge and agree that the Development Approvals Period shall be automatically extended without the need for any amendment to this Agreement until such date as the Property has been lawfully subdivided (provided the Purchaser is exercising reasonable diligence in pursuing such subdivision approval).

6. TITLE COMMITMENT AND SURVEY.

(a) Title Commitment. Purchaser, at its sole cost and expense, shall obtain a Commitment for Title Insurance issued by or through an affiliate or agent of Fidelity National Title Group, 8055 E. Tufts Avenue, Suite 300, Denver, Colorado 80237 and/or 1401 17th Street, Suite 480, Denver, Colorado 80202 (collectively, the "Title Company"), along with a current Tax Certification, committing to insure title to the Land in Purchaser by the issuance of a 2006 Form ALTA extended coverage owner's title insurance policy with the standard printed exceptions deleted including, without limitation, any exceptions relating to mechanics' lien resulting from work performed or materials requested by or on behalf of Seller, survey matters (excluding any matters that may be reflected on the Survey based on the Title Company's review of the Survey), which exceptions shall all be identified on the Title Commitment delivered by Seller to Purchaser as provided above), real property taxes and assessments for the calendar year prior to the calendar year in which the Closing occurs, and with any gap coverage exception deleted, in the amount of the Purchase Price, including any endorsements to the Title Policy reasonably requested by Purchaser (the "Title Commitment"). The Title Commitment shall set forth the status of the title of the Land and Improvements and show all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other matters affecting the Land and Improvements. The Title Company shall furnish to Purchaser a true, complete, and legible copy of all documents referred to in the Title Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements.

(b) Survey. Purchaser, at its sole cost and expense, shall obtain a current, monumented or pinned improvement survey of the Property, prepared by a surveyor licensed by the state in which the Property is located, and certified to Seller, Purchaser, Physicians' Capital Investments, LLC, the Title Company, and any lender(s) specified by Purchaser and such lender's successors and assigns, in a form satisfactory to Purchaser, as having been made in compliance with applicable law and state land survey standards and the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and including Table A Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18, and 19 (with minimum coverage of \$2,000,000.00) ("Survey").

(c) Review of Information. Purchaser shall have until seventy-five (75) days from the Effective Date ("Title and Survey Review Period") in which to examine those documents and to specify to Seller those items reflected thereon which Purchaser will accept as permitted exceptions to title ("Permitted Exceptions"), and those items which Purchaser finds objectionable

(“Title Objections”) and those items which Purchaser reasonably reserves the right to object to prior to expiration of the Development Approvals Period (“Reserved Title Objections”). Reserved Title Objections automatically become Title Objections in the event Purchaser provides written notice(s) to Seller prior to expiration of the Development Approvals Period that Purchaser finds any or all of such Reserved Title Objections objectionable, at which point, each of the provisions of this Section 6 shall apply to any and all of such Title Objections as if such Title Objections were given by Purchaser during the Title and Survey Review Period. In the event that any or all of the Reserved Title Objections are not found objectionable by Purchaser prior to expiration of the Development Approvals Period, then such Reserved Title Objections automatically become Permitted Exceptions as of the expiration of the Development Approvals Period. Seller, at Seller’s sole cost and expense, may, but shall not be obligated to, correct or remove all Title Objections, give Purchaser written notice thereof in accordance with subsection (e) of this section within seven (7) days from the receipt of Purchaser’s Title Objections, and deliver at Closing an amended Title Commitment and Survey reflecting the correction or deletion of such matters; provided, however, that regardless of whether Purchaser objects to any title encumbrance which can be remedied by payment of a sum certain, Seller, at its sole cost and expense, shall be obligated to cure, remove or insure/bond around by Closing all mortgages, deeds of trust, other loan documents secured by the Property, judgment liens, tax liens, mechanic’s and materialmen’s liens, and all other liens and encumbrances against the Property (other than liens for taxes and assessments which are not yet due and payable) which either secure indebtedness or can be removed by payment of a liquidated sum of money, and if Seller shall fail to do so, then Purchaser shall have the right to satisfy such title encumbrance at Closing and reduce the Purchase Price by the amount paid to cure such title encumbrance. If Purchaser does not deliver to Seller a written notice specifying those items which are Permitted Exceptions, Title Objections or Reserved Title Objections not later than the expiration of the Title and Survey Review Period, then all the items reflected on the Title Commitment shall be considered Permitted Exceptions. Prior to Closing, Seller must not allow, cause or create any additional liens, encumbrances, or restrictions to affect the Property and Seller must release the same prior to Closing. Seller shall also, at Seller’s expense, satisfy all requirements of the Title Company listed on Schedule B-I of the Title Commitment which relate to Seller.

(d) Additional Exceptions to Title. If any update of the Title Commitment shall show any exceptions that are not Permitted Exceptions, whether before or after the expiration of the Title and Survey Review Period (“Additional Exceptions”), such Additional Exceptions shall be subject to the provisions of this Section 6. In the event of any termination of this Agreement pursuant to this Section 6 (except as provided in Sections 6(d)(i) or 6(e)(i) below), then the Escrow Deposit (less the Independent Consideration) shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement.

(i) Created by Seller. In the event that one or more Additional Exceptions were created by, through or under Seller or with Seller’s consent, resulted from any action or inaction of Seller, or was otherwise within the reasonable control of Seller, Seller must, at its sole cost and expense, prior to Closing, cure such Additional Exceptions. Seller’s obligation to cure such Additional Exceptions shall, if such method is acceptable to Purchaser as to any specific Additional Exception, include the obligation to obtain title insurance protection for Purchaser against such

Additional Exceptions and to pay additional premiums or costs which the Title Company charges for such protection. If each of such Additional Exceptions has not been cured by Seller or waived in writing by Purchaser prior to Closing, Purchaser shall be entitled to all rights and remedies therefor, including without limitation, specific performance with abatement and/or damages on account of the existence of any such exceptions which are not Permitted Exceptions, or termination of this Agreement, in which case the Escrow Deposit (less the Independent Consideration) shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement, together with an additional sum from Seller equal to all of Purchaser's actual and documented out-of-pocket third party costs and expenses in connection with this transaction (including, without limitation, fees and other amounts paid to a lender, due diligence costs, architectural and engineering costs, development costs and fees paid to governmental authorities, and attorneys' fees and costs) (collectively, the "Purchaser Costs"), which obligation shall expressly survive the termination of this Agreement.

(ii) Created Otherwise. In the event that one or more Additional Exceptions were not created by, through or under Seller or with Seller's consent, did not result from any action or inaction of Seller, and were not otherwise within the reasonable control of Seller, Seller may, but shall not be obligated to, cure such Additional Exceptions prior to Closing. If Seller elects not to cure such Additional Exceptions, Seller shall deliver prompt written notice of such election within seven (7) days of its receipt of notice regarding the existence of such Additional Exceptions and Purchaser shall thereafter have the right to terminate this Agreement, in which event the Escrow Deposit, less the Independent Consideration, shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and the Parties shall be released from all further liability under this Agreement, except with respect to those provisions which expressly survive the termination of this Agreement. If Seller does not notify Purchaser that it has elected not to cure such Additional Exceptions set forth above, then Seller shall be deemed to have undertaken to cure such Additional Exception and in the event Seller then fails to do so by the Closing Date, Purchaser shall have all of the remedies available to its as provided in Section 6(d)(i) above.

(e) Uncorrected Title Objections. If Seller (i) fails to cause all of the Title Objections that Seller has agreed to correct or remove pursuant to the provisions of Sections 6(c) and this Section 6(e) to be corrected or removed to Purchaser's reasonable satisfaction on or prior to the Closing Date, or (ii) fails to cause all of the Additional Exceptions created pursuant to Section 6(d)(i) above to be corrected or removed to Purchaser's reasonable satisfaction on or prior to the Closing Date, then Purchaser shall have the following rights only:

(i) Purchaser may terminate this Agreement by giving Seller written notice thereof, in which event the Escrow Deposit (less the Independent Consideration) shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement, together with Seller reimbursing Purchaser for all Purchaser Costs, which obligation shall expressly survive the termination of this Agreement; or

(ii) Purchaser may elect to purchase the Property subject to the Title Objections and/or Additional Exceptions not so corrected or removed, in which event the Purchase Price shall be reduced accordingly by abatement and/or damages on account of the existence of any such exceptions.

In the event that Seller fails to give the seven (7) day written notice provided for above, then Seller shall be deemed to have agreed to cause all the Title Objections and/or Additional Exceptions to be corrected or removed prior to Closing. In the event that Seller gives written notice to Purchaser that Seller cannot or will not correct or remove all of the Title Objections and/or Additional Exceptions as provided above, then, in order to terminate the Agreement as provided in this Subsection (e), Purchaser shall give written notice of termination to Seller within twenty (20) days after the written notice from Seller that Seller cannot or will not correct the Title Objections. If Purchaser fails to give such written notice of termination within the time required herein, it shall be conclusively deemed that Purchaser has elected to waive the Title Objections and/or Additional Exceptions that Seller has not agreed to correct and/or remove and to accept them as Permitted Exceptions; provided, however, and notwithstanding anything to the contrary contained in this Agreement, Purchaser shall never be deemed to have accepted (1) any of the standard printed exceptions on the Title Commitment as Permitted Exceptions, including, without limitation, any exceptions relating to mechanics' lien resulting from work performed or materials requested by or on behalf of Seller, (2) any exceptions evidencing or securing liquidated amounts such as, but not limited to, mortgage financing and/or construction, mechanics' or other liens or (3) taxes and assessments with respect to Seller and/or the Property which are past due as of Closing, none of which shall be deemed Permitted Exceptions hereunder.

(f) Issuance of Title Policy. At Closing, Purchaser shall cause the Title Company to issue to Purchaser a pro-forma policy at Closing acceptable to Purchaser, and unconditionally commit to issue to Purchaser after Closing, a 2006 Form ALTA extended coverage owner's policy of title insurance, insuring good and indefeasible title to the Land in Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions, and including all endorsements reasonably requested by Purchaser (the "Title Policy"). At or before the Closing, Seller shall satisfy all requirements contained in the Title Commitment or in any update thereof, including, without limitation, doing anything necessary for Purchaser to obtain ALTA extended coverage and obtaining estoppel letter(s)/approval(s) from any declarant(s) and/or owner's association(s) and from adjacent owner(s) under reciprocal easement agreement(s), except for those requirements which by their nature can only be satisfied by Purchaser.

7. REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS PRECEDENT.

(a) Seller's Representations and Warranties. Seller makes the following representations and warranties as of the Effective Date and as of the Closing Date, in addition to any other covenants and representations made by Seller herein, all of which shall survive the Closing and delivery of the Deed to Purchaser as provided in Section 7(d) below:

(i) Parties in Possession. There are no parties in possession of any portion of the Property under any oral or written leases, licenses, or occupancy agreements of space in the Property and Seller has sole possession and control of the Property.

(ii) Condemnation. There is no pending or, to the knowledge of Seller, threatened condemnation or similar proceeding or special assessment affecting the Property or any part thereof, nor to the knowledge of Seller is any such proceeding or assessment contemplated by any governmental authorities.

(iii) Access. The Property has full and free access to and from a dedicated public street, and Seller has no knowledge of any pending or threatened proceeding by governmental authorities or any other fact or condition which would limit or result in the termination of such access.

(iv) Encumbrances. Seller is the sole owner of the Property. Seller has not entered into any agreement to lease, sell, mortgage (except for existing mortgages of record, which Seller must cause to be released of record as of the Closing) or otherwise encumber or dispose of its interest in the Property or any part thereof, except for any contracts expressly disclosed in this Agreement or the exhibits attached hereto, and Seller will not enter into any such agreements which will continue beyond the Closing Date without the prior written consent of Purchaser. There are no threatened mechanics liens or notices of intent to file mechanics liens against all or any portion of the Property, and all contractors, subcontractors, materialmen, suppliers, laborers and other parties who have performed services and/or provided material to or with respect to the Property have been paid in full.

(v) Defective Use and Operation of Property. To the best of Seller's knowledge, no written notice has been received by Seller from any insurer with respect to any defects or inadequacies of all or any part of the Property or the use or operation thereof.

(vi) Default. To the best of Seller's knowledge, Seller is not in default in respect of any of its obligations or liabilities pertaining to the Property, or any part thereof, which obligations or liabilities would be binding on a purchaser of the Property.

(vii) OFAC Compliance. To the best of Seller's knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders").

(viii) OFAC Lists. To the best of Seller's knowledge, neither Seller nor any partner or beneficial owner of Seller (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"), (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders, (iii) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iv) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists. Seller hereby covenants and agrees that if Seller obtains

knowledge that Seller or any of its partners or beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller, in which event the Escrow Deposit (less the Independent Consideration) shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement.

(ix) Regulatory Matters. Seller has no knowledge of any pending or threatened litigation or administrative proceedings which could adversely affect title to the Property or any part thereof, the ability of Seller to perform any of its obligations hereunder, or the present use of the Property. Seller has no information or knowledge of any change contemplated in any applicable laws or ordinances or any judicial or administrative action, or any action by adjacent landowners, which would prevent, or materially limit or impede the use of the Property. Seller has not received written notice from any governmental authority requiring the correction of any condition with respect to the Property, or any part thereof, by reason of violation of any statute, ordinance, code, rule or regulation, including zoning regulations, or that any investigation has been commenced or is contemplated to Seller's knowledge.

(x) No Suits. There are no suits, proceedings, arbitrations, claims or counterclaims, including, without limitation, claims relating to any errors or omissions in connection to the Property, before any court and/or before or by any Federal, State or other governmental agency or department or to the Seller's knowledge have any of the same been threatened.

(xi) Environmental Law. To Seller's knowledge, there are no Hazardous Materials, on or about the Property, and Seller has received no notice of any violation of any Environmental Law. As used herein, the term "Hazardous Materials" shall mean (i) any substance or material that is included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," or "solid waste" in any Environmental Law; (ii) petroleum or petroleum derivatives, including crude oil or any fraction thereof, all forms of natural gas, and petroleum products or by-products or waste; (iii) polychlorinated biphenyls (PCBs); (iv) asbestos and asbestos containing materials (whether friable or non-friable); (v) lead and lead-based paint or other lead containing materials (whether friable or non-friable); (vi) urea formaldehyde; (vii) microbiological pollutants; (viii) batteries or liquid solvents or similar chemicals; (ix) radon gas; and (x) mildew, fungus, mold, bacteria and/or other organic spore material, whether or not airborne, colonizing, amplifying or otherwise. As used herein, the term "Environmental Law" shall mean all statutes, terms, conditions, limitations, restrictions, standards, prohibitions, obligations, schedules, plans and timetables that are contained in or promulgated pursuant to any federal, state, or local laws (including rules, regulations, ordinances, codes, judgments, orders, decrees, contracts, permits, stipulations, injunctions, the common law, court opinions, and demand or notice letters issued, entered, promulgated, or approved thereunder), relating to pollution or the protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of Hazardous Materials into ambient air, surface water, ground water or lands or otherwise relating to the manufacture,

processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

(xii) Cancellation of Contracts. To Seller's knowledge, there are no Service Contracts, management, service, supply or maintenance agreements with respect to the Property, or any portion thereof, that cannot be canceled within 30 days of any notice to cancel or that, upon cancellation, would create, give rise to, or form the basis of, a lien or encumbrance on the Property, or a claim of liability against Purchaser.

(xiii) Authority. Seller, individually, and as Trustees has full power and authority to enter into and perform this Agreement and perform its obligation hereunder, and the execution and delivery of this Agreement has been duly and properly authorized by all necessary and appropriate action under any of the applicable trust agreements.

(xiv) Consents; Binding Obligations. No third-party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms subject to applicable bankruptcy rules and equity.

(xv) Unrecorded Rights. Seller has not given or granted any person any unrecorded right or option to acquire all or any of the Property or the proceeds derived from the Property, except for the grants, pledges and other assignments made by Seller to the Property's current mortgagee (if any), all of which shall be terminated or satisfied in fact and of record as of and at the Closing.

(xvi) Bankruptcy. There exists no pending or threatened bankruptcy, insolvency or similar proceedings affecting either Seller or the Property.

(xvii) No Contractual or Donative Commitments. No contractual or donative commitments relating to the Property have been made by, for or on behalf of Seller to any Governmental Authority, utility company, community association, homeowners' association or to any other organization, group, or individual which would impose any obligation upon Purchaser to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(xviii) Disclosure Documents. Seller has furnished Purchaser with true, complete, and correct copies of all Disclosure Documents, and Seller is not aware of any other records, reports, contracts, agreements, or documents affecting the Property in any way.

(xix) FIRPTA. Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended.

(xx) Contracts. Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Purchaser after the Closing other than the Service Contracts provided to Purchaser under Section 5(a) of this Agreement.

If Seller becomes aware of any act or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter through the Closing Date and

whether or not such representation or warranty was based upon Seller's knowledge and belief as of a certain date, Seller will give immediate written notice of such changed fact or circumstance to Purchaser; in which event, unless Seller elects to cause and does cause the representation or warranty to again become true or correct prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement at or prior to the Closing, in which case the Escrow Deposit, less the Independent Consideration, shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement, together with Seller reimbursing Purchaser for all Purchaser Costs, which obligation shall expressly survive the termination of this Agreement, or to waive any objection to the representation or warranty to the extent it has become untrue or incorrect and to proceed with the Closing. Notwithstanding the foregoing, in the event that any representation or warranty made by Seller under this Agreement is changed or rendered incorrect as a result of any intentional wrongful act of Seller, and Seller does not cause the representation or warranty to again become true or correct prior to Closing, then Purchaser shall be entitled to exercise the remedies set forth in Section 12(b) of this Agreement. By executing and delivering the documents listed in Section 5(a), Seller shall be deemed to have made all of the foregoing representations and warranties as of Closing, which shall survive the Closing for the Survival Period (as defined in Section 7(d)) and following Closing for such Survival Period, Seller must indemnify, defend, and hold Purchaser harmless with respect to any liability incurred by Purchaser as a result of a breach of any such representations and warranties including, without limitation, all reasonable attorneys' fees, court costs and legal expenses incurred by Purchaser.

(b) Seller's Covenants. Seller covenants that between the Effective Date and the date of Closing:

(i) Condemnation. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Seller will notify Purchaser of the pendency of such proceedings;

(ii) Litigation. Seller will advise Purchaser immediately of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice;

(iii) Contracts. Seller will not enter into any service or maintenance contracts (except for public utilities) which will obligate Purchaser or be a charge or lien against the Property at Closing. Seller will continue to honor and perform all obligations of Seller under any Service Contracts and Warranties;

(iv) Insurance. Seller will maintain all property/casualty and liability insurance policies currently covering the Property or any part thereof in full force and effect;

(v) Operation. Seller will manage, maintain and operate the Property from the Effective Date through the date of Closing in substantially the same manner as it has prior to the Effective Date; and

(vi) Material Event. Seller shall immediately inform Purchaser in writing of any material event adversely affecting the ownership, use, occupancy or maintenance of the Property, whether insured or not.

(c) Conditions Precedent to Purchaser's Obligations. Purchaser's obligation to consummate the transaction contemplated hereunder is expressly conditioned upon the satisfaction of the following conditions as of the date of Closing:

(i) Representations and Warranties. Seller's representations and warranties set forth herein continue to be true and accurate;

(ii) Breach. There is no breach of Seller's covenants as set forth herein;

(iii) No Material and Adverse Change. There has been no material and adverse change to the condition of the Property and/or Seller's ability to close the transaction. In the event that there has been such a material and adverse change, then Purchaser may terminate the Agreement and receive the immediate refund of its Escrow Deposit (less the Independent Consideration), without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement;

(iv) Title and Survey. There is no change in the matters reflected by the Survey and the Title Commitment except as consented to in writing by Purchaser;

(v) Service Contracts. Seller shall certify to Purchaser that any and all Service Contracts have been terminated at or prior to Closing;

(vi) Lease. Purchaser shall have entered into a signed and binding lease agreement(s) for the lease of all or portion of the Property;

(vii) Easements. Purchaser shall have received any and all easements in favor of Purchaser necessary or desirable to Purchaser, in Purchaser's reasonable discretion, in order to develop, use, or operate the Property, including, without limitation, access, drainage, utilities, storm water, and sewer easements, as may be applicable; and

(viii) Development Approvals. Purchaser shall have received all Approvals in final and non-appealable form in order to develop the Property into Purchaser's desired use during the Development Approvals Period.

(d) Survival of Seller's Representations. Seller and Purchaser agree that Seller's Representations and Warranties shall survive Closing and delivery of the Deed to Purchaser for a period of twelve (12) months (the "Survival Period") and that Seller's liability for any breach of Seller's Representations and Warranties shall be unlimited during the Survival Period. Seller shall have no liability after the Survival Period with respect to Seller's Representations and Warranties, it being acknowledged and agreed that if Purchaser has a claim for a breach, it must notify Seller of such claim during the Survival Period, in which event Seller's liability for the claims Purchaser has notified Seller of during the Survival Period shall continue following the Survival Period. The provisions of this Section 7(d) shall survive the Closing and delivery of the Deed to Purchaser.

8. CLOSING.

(a) Date and Place. The purchase and sale of the Property by Seller to Purchaser shall occur on or before the earlier to occur of: (i) the 30th day following satisfaction of all of the Conditions Precedent set forth in Section 7(c) of this Agreement, or (ii) the date that is twelve (12) months from the Effective Date; provided, however, and notwithstanding anything to the contrary contained in this Agreement, Seller and Purchaser agree that the Closing Date shall occur within seven (7) days from the date that Purchaser notifies Seller in writing that Purchaser is ready to close on the purchase of the Property (the "Closing Date"). The Closing Date may be extended by Purchaser for two (2) periods of thirty (30) days each upon payment to the Title Company of \$5,000.00 per extension and with the Escrow Deposit being released to Seller (provided, however, that Seller agrees and acknowledges that, notwithstanding such release to Seller, the Escrow Deposit remains refundable to Purchaser in the event of Seller default and/or except as otherwise expressly provided for in this Agreement). Such additional deposit(s) shall be considered non-refundable and earned by Seller, except in the event of Seller default and/or except as expressly provided for in this Agreement, but shall be applied to the Purchase Price. The Closing shall occur in the offices of the Title Company and/or can be accomplished as a "mail-away closing." As used herein, the term "Closing" means the date and time that Seller's Special Warranty Deed is recorded in the official records of the county in which the Land is located.

(b) Seller's Obligations at Closing. At the Closing, Seller, at Seller's sole cost and expense, shall deliver, or cause to be delivered, to Purchaser the following:

(i) Special Warranty Deed. Seller shall execute and deliver to the Title Company for recording a Special Warranty Deed in the form attached hereto as Exhibit "C", fully executed and acknowledged by Seller, conveying indefeasible fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions.

(ii) Quitclaim Bill of Sale. Seller shall execute, acknowledge and deliver to Purchaser a Quitclaim Bill of Sale (the "Quitclaim Bill of Sale") in the form attached hereto as Exhibit "D".

(iii) Certificate of Representations and Warranties; Title Matters. Seller shall execute a document reasonably acceptable to Purchaser confirming that Seller's Representations and Warranties remain true, correct and accurate in all material respects as of the date of Closing and confirming or certifying any title matters that Seller agreed to confirm or certify to Purchaser as part of Purchaser's title objections.

(iv) Transfer Declaration(s). Any required real estate transfer tax declarations or any other similar documentation required to evidence the payment of any real estate excise tax imposed by the state, county, and city in connection with the conveyance of the Property;

(v) Other Instruments. Seller shall execute and deliver such other documents as are customarily executed in Washington in connection with the conveyance of real property, including all required closing statements, releases, affidavits or indemnities in form sufficient to enable the Title Company to delete the standard exceptions (other than matters constituting any Permitted Exceptions) from the Title Policy, resolutions, certificates of good standing, copies of

all applicable trust agreements (and any/all amendments of the same) and such other organizational documents as Title Company shall reasonably require evidencing Seller's authority to consummate this transaction, including any trust and/or trustee affidavits required by the Title Company, and any other instruments that may be required by the Title Company.

(vi) Possession. Seller shall deliver sole possession of the Property to Purchaser at Closing, free and clear from the claims or rights of any third parties.

(vii) Foreign Investment in Real Property Tax Act Requirements. Seller and Purchaser agree to comply with all requirements of the Foreign Investment in Real Property Tax Act, as amended, and applicable IRS Regulations ("FIRPTA"). If Seller is not a "foreign person" as defined in FIRPTA, this requirement includes the delivery of a Certificate at Closing verifying that Seller is not a foreign person. If Seller is a foreign person or if Seller fails to deliver the required Certificate, Seller acknowledges that a portion of the Purchase Price that would otherwise be paid to Seller at the Closing must be withheld in order to comply with the FIRPTA requirements. The amount required to be withheld shall be paid to a mutually acceptable third-party escrow agent for delivery to the Internal Revenue Service, along with the appropriate FIRPTA reporting forms, copies of which shall be provided to Seller and Purchaser. If Seller and Purchaser do not designate an escrow agent for such purpose prior to the Closing, the Title Company is authorized to act as such escrow agent. All costs and expenses relating to the withholding and payment of such funds to the Internal Revenue Service shall be paid by Seller.

(c) Purchaser's Obligations at Closing.

(i) Payment of Purchase Price. At the Closing, Purchaser shall pay the Purchase Price, in wire transfer funds, less the amount of the Escrow Deposit to be paid to Seller at the Closing, subject to any adjustments for prorations and other credits provided for in this Agreement.

(ii) Other Instruments. Purchaser shall execute and deliver such other documents as are customarily executed in Washington in connection with the purchase of real property, including all required closing statements, in form sufficient to enable the Title Company to delete the standard exceptions (other than matters constituting any Permitted Exceptions) from the Title Policy, resolutions, certificates of good standing, and such other organizational documents as Title Company shall reasonably require evidencing Purchaser's authority to consummate this transaction, and any other instruments that may be required by the Title Company.

(d) Closing Costs. Seller and Purchaser each agree to pay the following costs at the Closing:

(i) Paid by Seller. Seller agrees to pay the cost of any and all real estate broker commissions, its attorneys, any documentary stamp tax or transfer tax charged in connection with the conveyance of the Property, the cost of any supplemental, escaped, or "roll back" taxes or assessments (or their local equivalent) incurred upon the conveyance of the Property (even if incurred after the Closing Date, for which Seller shall fully reimburse Purchaser for the same post-Closing and such obligation shall survive Closing and delivery of the Deed to Purchaser), the costs

of any taxes, assessments or other charges levied by the State and/or an appropriate municipality(ies) and/or special district(s) and/or an owner's association(s) that are past due and/or are due and owing prior to or through the period of Seller's ownership of the Property (and such obligation shall survive Closing and delivery of the Deed to Purchaser), the cost of preparing and recording any releases, curative title documents (including any endorsements or the increased costs of any affirmative coverage reasonably requested by Purchaser to cure a title objection), and other documents necessary to convey the Property in accordance with this Agreement, one-half of the escrow or closing fee charged by the Title Company, and any other closing costs not already enumerated which are customarily paid by a seller of real property in the State of Washington.

(ii) Paid by Purchaser. Purchaser agrees to pay the premium for the Title Policy and all endorsements requested by Purchaser and not paid by Seller in accordance with the terms of subsection (i) above, the cost of the Survey, the cost of its attorneys, one-half of any escrow or closing fee charged by the Title Company, and any other closing costs not already enumerated which are customarily paid by a purchaser of real property in the State of Washington.

(e) Adjustments. The following shall be adjusted between Seller and Purchaser and shall be prorated on a per diem basis as of the date of Closing and such obligations set forth hereafter shall survive Closing and delivery of the Deed to Purchaser:

(i) Taxes and Assessments. Real estate, ad valorem and personal property taxes, and other state, county and municipal taxes, charges and assessments (special or otherwise), including from any special districts and/or an owner's association(s) such as a tax increment finance district, shall be prorated on the basis of the calendar year for which the same are levied, imposed or assessed, and regardless of when the same become a lien or are payable. If the rate of any such taxes, charges or assessments shall not be fixed prior to the Closing, the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding calendar year applied to the latest assessed valuation (or other basis of valuation) and the same shall be further adjusted when the rate for the current calendar year is fixed.

(ii) Utilities. To the extent possible, the Parties shall cause all utilities meters to be read on the day preceding the Closing Date. Seller shall be responsible for the payment of all utility charges incurred prior to the Closing Date. If any utility meters cannot be read on the day prior to the Closing Date, a proration of utilities shall be made based upon the Parties' reasonable, good faith estimate and a readjustment made within 30 days after the Closing, if necessary. Seller shall be entitled to a credit at Closing for the amount of any refundable deposits that Seller has made with any of the utility services or companies servicing the Property. Seller and Purchaser shall arrange with all utility services and companies servicing the Property to have new accounts started in the name of Purchaser beginning at 12:01 a.m. on the Closing Date.

9. AS-IS CONDITION: EXCEPT AS STATED IN THIS AGREEMENT, OR IN THE CLOSING DOCUMENTS TO BE EXECUTED AND/OR DELIVERED BY SELLER TO PURCHASER AS PROVIDED HEREIN, NEITHER SELLER NOR ANYONE ACTING FOR OR ON BEHALF OF SELLER HAS MADE ANY REPRESENTATION, STATEMENT, WARRANTY OR PROMISE, EITHER WRITTEN OR ORAL, CONCERNING THE PROPERTY OR THE FEASIBILITY, DESIRABILITY OR ADAPTABILITY THEREOF FOR ANY PARTICULAR PURPOSE. ALL MATTERS OTHER THAN THOSE SPECIFICALLY

ADDRESSED IN THIS AGREEMENT HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY PURCHASER, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, OR IN THE CLOSING DOCUMENTS TO BE EXECUTED AND/OR DELIVERED BY SELLER TO PURCHASER AS PROVIDED HEREIN, PURCHASER IS PURCHASING THE PROPERTY ON ITS OWN EXAMINATION AND INSPECTION IN ITS "AS IS" PHYSICAL CONDITION AND STATE OF REPAIR. PURCHASER HEREBY WAIVES, AND SELLER HEREBY DISCLAIMS, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS TO BE EXECUTED AND/OR DELIVERED BY SELLER TO PURCHASER AS PROVIDED HEREIN. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND DELIVERY OF THE DEED TO PURCHASER.

10. DESTRUCTION OR DAMAGE PRIOR TO CLOSING. Seller shall bear the risk of all loss, destruction or damage to the Property, or any portion thereof, from any and all causes whatsoever until and including the date of Closing.

(a) Rights of Parties. If at any time prior to the Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall immediately give notice thereof to Purchaser, and within 10 business days after such loss deliver to Purchaser the following items (collectively, "Casualty Loss Information"): (a) copies of all of Seller's casualty loss policies relating to the Property; (b) the names, addresses and telephone numbers of all adjustors known to Seller which have been assigned to adjust the loss; (c) letters executed by Seller and addressed to each insurance company issuing a policy to Seller which covers such loss, authorizing said company and its adjustors to discuss all matters relating to such loss with Purchaser, its agents and attorneys; and (d) a written description of the damages incurred. The rights and obligations of the Parties by reason of such destruction or damage shall be as follows:

(i) Damage Less than \$250,000.00. If the "cost of repair and restoration" (as such term is defined in Subsection 10(b) of such destruction or damage shall be \$250,000.00 or less, the obligations of the Parties hereunder shall not be affected by such destruction or damage and Purchaser shall accept title to the Property in its destroyed or damaged condition; but (1) at the Closing, Seller shall assign to Purchaser all of Seller's rights, titles and interests in and to the proceeds of any insurance carried by Seller and payable with respect to such destruction or damage; (2) the Purchase Price shall be reduced by the amount, if any, by which the cost of repair and restoration exceeds the amount of such proceeds available for repair or restoration (less the actual cost of any repairs or restoration performed and paid for by Seller prior to Closing at Purchaser's request). If the amount of such proceeds has not been determined on or prior to the date of Closing, Seller shall, out of the portion of the Purchase Price payable at the Closing, deposit in escrow with the Title Company an amount equal to the cost of repair and restoration. Upon the determination of the amount of such proceeds, the Title Company shall release the amount so deposited with it to Seller and/or Purchaser in accordance with the provisions of this Subsection 10(a).

(ii) Damage More than \$250,000.00. If the cost of repair and restoration of such destruction or damage shall exceed \$250,000.00, Purchaser shall have the option either to: (a) accept title to the Property in its destroyed or damaged condition in accordance with and subject

to the provisions of Subsection (i), above; or (b) cancel this Agreement by giving notice to such effect to Seller not later than 10 days after the cost of repair and restoration is determined (as provided in Section 10(b)); upon the giving of such notice of termination by Purchaser, the Escrow Deposit, less the Independent Consideration, shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement.

(b) Cost of Repair and Restoration. The term “cost of repair and restoration” shall mean an estimate of the actual cost of repair and restoration obtained by Seller within 20 days of such destruction or damage, from a reputable contractor regularly doing business in the Longview metropolitan area and confirmed by Purchaser.

11. CONDEMNATION. If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before 10 days prior to Closing, Purchaser shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds. In the event of a termination of this Agreement, the Escrow Deposit, less the Independent Consideration, shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement. Notwithstanding anything to the contrary herein, any eminent domain proceedings instituted (or of which notice shall be given) solely for the taking of any subsurface and/or aerial rights for utility easements or for any right-of-way easement, if the surface may, after such taking, be used in materially the same manner as though such rights had not been taken, shall not entitle Purchaser to terminate this Agreement as to any part of the Property, but any award resulting therefrom shall be the exclusive property of Purchaser upon Closing. In the event Purchaser elects to terminate this Agreement under this Section 11, the Escrow Deposit, less the Independent Consideration, shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement.

12. DEFAULTS AND REMEDIES.

(a) Purchaser’s Default and Seller’s Remedies. If Purchaser is in default under this Agreement after five business days’ notice to Purchaser with right to cure and Seller is not in default, Seller shall be entitled to receive the Escrow Deposit as its sole and exclusive remedy. It is agreed that such amount shall be liquidated damages for a default of Purchaser under this Agreement because of the difficulty and uncertainty of ascertaining actual damages for such default. Seller waives all other remedies, including, without limitation, specific performance or damages, with respect to any default by Purchaser, other than a default with respect to any obligation to repair the Property or indemnify Seller.

(b) Seller's Default and Purchaser's Remedies. If Seller is in default under this Agreement after five business days' notice to Seller with right to cure and Purchaser is not in default, Purchaser may, at Purchaser's sole option, do any one of the following, as its sole and exclusive remedy:

(i) Terminate this Agreement by written notice delivered to Seller on or before the date of Closing, in which case the Escrow Deposit shall be immediately refunded to Purchaser by the Title Company, without the necessity for consent or approval by Seller, and both parties shall be released from all further obligations hereunder, except with respect to those provisions which expressly survive the termination of this Agreement, and immediate reimbursement from Seller of, or the right to initiate an action against Seller to recover reimbursement of, the Purchaser Costs (for a Seller default, Seller expressly agrees and acknowledges that Purchaser is not limited to reimbursement of Purchaser Costs only under the provisions of Section 6 or 7 of this Agreement), which obligation shall expressly survive the termination of this Agreement; or

(ii) Obtain specific performance of Seller's obligations hereunder.

(c) Notwithstanding the foregoing, however, Seller and Purchaser acknowledge and agree that the limitation on Seller's or Purchaser's remedies set forth above shall not limit Seller's or Purchaser's rights to bring an action to enforce any indemnification provisions set forth herein or, following Closing, to pursue all rights and remedies with respect to Seller's breach of a representation and warranty or a violation of a covenant(s) which survives the Closing and delivery of the Deed to Purchaser and nothing herein shall be deemed a limitation on Seller's or Purchaser's rights to be reimbursed for its attorneys' fees as provided in Section 14(n) hereof.

13. COMMISSION.

(a) Amount. If and when the Closing occurs, and only if and when such Closing occurs, Seller agrees to pay to the following real estate brokers a commission for services rendered in connection with this transaction: a commission equal to three percent (3%) of the Purchase Price shall be paid at Closing to Purchaser's broker, Kidder Mathews, and any commission agreed to be paid between Seller and its broker.

(b) Indemnity. Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker other than the ones identified above in connection with this transaction, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation.

14. MISCELLANEOUS.

(a) Assignment of Agreement. This Agreement may be assigned by Purchaser without Seller's prior written consent, to any partnership or other entity which controls, is controlled by, or is under common control with Purchaser or for the purpose of creating a tenancy-in-common with an affiliate of Purchaser (a "Permitted Assign"). This Agreement may not be assigned to any person or entity other than a Permitted Assign without Seller's prior written consent. In the event of any assignment of this Agreement, Purchaser's assignee shall expressly assume all of Purchaser's liabilities, obligations and duties under this Agreement.

(b) Confidentiality and Non-Disclosure. By execution of this Agreement, each party agrees to maintain the confidentiality of the other party's involvement (including the identity of such other party) in this transaction and the structure and pricing thereof, including, without limitation, Purchaser's intended development plans for the Property or the name and/or identity of Purchaser's proposed tenant. Each party further agrees not to disclose any information regarding the other party's involvement in this transaction (including the identity of such other party) or the terms of the transaction to any person or entity, including, without limitation, Purchaser's intended development plans for the Property or the name and/or identity of Purchaser's proposed tenant, other than, (i) on an as-needed basis, to such party's advisors, agents, consultants, lenders, potential lenders, and investors and potential investors who will assist such party in this transaction, or who otherwise need to know such information to consummate this transaction, and the applicable party shall inform them of the confidentiality and non-disclosure requirements of this Agreement and their duty to comply with its terms, (ii) with respect to any other disclosures required by law or (iii) disclosures consented to by both parties. Without limiting the foregoing, neither Purchaser nor Seller will make or allow to be made any public announcement of the transactions contemplated by this Agreement and/or the existence of this Agreement without the mutual agreement of the other party.

(c) Notices. All notices, statements, demands, requirements, or other communications and documents ("Communications") required or permitted to be given, served, or delivered by or to either party or any intended recipient under this Agreement shall be in writing and shall be either delivered by hand, sent by a nationally recognized overnight courier service, or prepaid certified or registered mail (airmail in the case of all international communications), return receipt requested, to the party or intended recipient at its address stated below, or sent by electronic mail to the party or intended recipient at such electronic mail address as either party may from time to time have notified the other party as being its address or electronic mail address for purposes of this Agreement to the exclusion of all previously applicable addresses and electronic mail addresses. Such Communications shall be deemed to have been given, served, or delivered:

- (i) if delivered by hand, upon delivery;
- (ii) if delivered by overnight courier, on the next business day following the date of delivery to the courier;
- (iii) if sent by mail, four days after the date of mailing; or
- (iv) if sent by electronic mail, upon successful transmission.

The addresses of the Parties are as follows:

To Seller: Marie Wade individually, and as Trustee of the Marie Franklin Family Trust and as Co-Trustee of the Franklin Family Trust
Franklin E. Wade, Jr. a/k/a Frank Wade, individually, and as Co-Trustee of the Franklin Family Trust
c/o Todd Wade, Woodford Commercial Real Estate
208 Vine Street
Kelso, WA 98626

To Purchaser: Longview Renal Construction LLC
North Central Plaza 1
12655 N. Central Expressway, Suite 200
Dallas, TX 75243
Attention: Andrew T. Carnahan

with copies to: Physicians' Capital Investments, LLC
355 South Teller Street, Suite 210
Lakewood, Colorado 80226
Attention: Adam K. Feldman

(d) Washington Law to Apply. This Agreement and the legal relations between the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without regard to its principles of conflicts of law. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Washington, and the Parties hereto expressly consent to the venue and jurisdiction of such court.

(e) Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(f) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement. Seller and Purchaser each acknowledges that it and its attorneys have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(g) Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the Parties to the Agreement and supersedes any prior understandings or written or oral agreements between the Parties concerning the purchase of the Property.

(h) Time of Essence. Time is of the essence of this Agreement.

(i) Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(j) Obligations. To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein shall not be deemed terminated at the time of Closing, nor will they merge into the various documents executed and delivered at the time of Closing.

(k) Counterparts. Multiple copies of this Agreement may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the Parties. Signed electronic or PDF copies of this Agreement shall constitute originals for all purposes.

(l) Effective Date. The Effective Date of this Agreement shall be the date that the Title Company deposits the Escrow Deposit in an escrow account.

(m) Compliance Dates. In the event that any date specified in this Agreement shall be on a Saturday, Sunday, or a nationally-declared holiday, then the date so specified shall be deemed to be the next business day following such date, and compliance by such business day hereunder shall not be deemed a default by either Seller or Purchaser under this Agreement.

(n) Attorneys' Fees. In the event that any party hereto brings an action or proceeding against any other party to enforce or interpret any of the covenants, conditions, agreements or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees, charges, disbursements and the fees and costs of expert witnesses, including at all appellate levels.

(o) Force Majeure. Whenever a period of time is prescribed herein for the taking of an action by Seller or Purchaser, 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 pandemics, epidemics, closing of applicable governmental offices, strikes, acts of God, applicable, governmental approval delays, shortages of labor or materials, war, terrorist acts, civil disturbances, and any and all other causes beyond the reasonable control of the performing party.

(p) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

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Executed by Purchaser on March 10, 2022.

PURCHASER:

**LONGVIEW RENAL CONSTRUCTION LLC, a
Colorado limited liability company**



By: _____

Name: Jeff Kroll

Title: President

Executed by Seller on March 10, 2022.

SELLER:



Marie Wade, individually, and as Trustee
of the Franklin Family Trust




Franklin E. Wade, Jr. a/k/a Frank Wade and as
Trustee of the Franklin Family

Franklin Family Trust

By 

Marie Wade, Trustee

By 

Frank Wade, Trustee

SIGNATURE PAGE

List of Exhibits

- Exhibit "A" - Legal Description
- Exhibit "B" - Due Diligence Information
- Exhibit "C" - Special Warranty Deed
- Exhibit "D" - Quitclaim Bill of Sale

EXHIBIT "A"

LEGAL DESCRIPTION

One contiguous, vacant parcel of real property totaling approximately 2.88 acres in the aggregate that has full, legal access to Ocean Beach Highway and is more particularly described as Lot 1, Boundary Adjustment No. BLA 2019-5, recorded on December 31, 2019, in Book 39 of Surveys at Page 61, Cowlitz County, Washington, combining Property ID #'s 3023617 and 3023621 located at 2314 38th Avenue and 2224 38th Avenue, Longview, WA.

(To Be Updated Automatically per the Title Commitment and/or Survey)

EXHIBIT A

EXHIBIT "B"

DUE DILIGENCE INFORMATION

To the extent in Seller's possession or control:

1. Copies of any Service Contracts.
2. Copies of any existing environmental site assessments or other environmental reports with respect to the possible presence of hazardous materials (including asbestos) on or in the Property or any larger portion of real property to which the Property is included.
3. Copies of all existing reports relating to the physical condition of the Property or the Improvements.
4. Copies of any existing owner's title policy(ies) and/or surveys of the Land and Improvements or any larger portion of real property to which the Property is included.
5. Copies of any tax statements for years 2019-2021.
6. Copies of all insurance policies.
7. All contracts and agreements affecting the Property, including, without limitation, Warranties and those pertaining to service, labor, construction, management and maintenance.
8. All existing plans, drawings and specifications.
9. All licenses, permits and plats relating to the Property and pending applications to governmental entities.
10. Copies of all documents regarding litigation, liens or threatened claims involving the Property.
11. Copies of all notices that Seller has received from any governmental authority pertaining to any violation of any law, ordinance or regulation applicable to the Property.
12. Any and all site plans and parking plans for the Property or any part thereof.
13. All development files relating to the Property, including without limitation all correspondence and all instruments and documents relating to the entitlement of the Property.
14. All entitlements granted, or presently pending, with respect to the Property or any part thereof, including without limitation planned unit development documents, special use permits and/or plats, and any related correspondence addressing the status of such entitlements.
15. Any pleadings or other court-filed documents relating to any litigation (pending) against Seller.
16. Any and document relating to oil, gas, mineral and/or timber rights, activity and/or equipment on the Property or any part thereof.
17. Any and all documents relating to the utility providers' capacity and/or willingness to provide utilities to the Property, including without limitation water, sanitary sewer, electricity, storm sewer, gas, phone, cable, and other telecommunications utilities.
18. Any and all documents relating to the presence of endangered species on the Property or any part thereof.
19. Any and all documents relating to the presence of historic or archeological remains, relics or resources on the Property or any part thereof.
20. Any and all documents relating to the presence of cemeteries or burial grounds on the Property or any part thereof.
21. Any and all documents relating to special districts, assessment districts or tax districts affecting the Property or any part thereof.

22. Any and all annexation agreements and/or subdivision improvement agreements relating to or affecting the Property or any part thereof and any and all document related thereto, including without limitation bonds posted by Seller.
23. Any and all documents relating to storm water discharge on the Property or any part thereof.
24. Any and all bids and estimates received to date from general contractors or subcontractors for future work to be performed on site.
25. Any and all documents relating to the zoning, re-zoning or variance to zoning of the Property or any part thereof.
26. Any and all environmental operating permits relating to the Property or any part thereof.
27. Any and all documents relating to water rights affecting the Property or any part thereof.
28. Any and all documents relating to Federal Aviation Authority regulations or overlay height restrictions affecting the Property or any part thereof.
29. Any and all documents relating to noise restrictions affecting the Property or any part thereof.
30. Any and all documents relating to construction or development moratoria or growth control limits affecting the Property or any part thereof.
31. Any and all documents relating to open space requirements affecting the Property or any part thereof.
32. All correspondence and agreements with adjacent property owners, any related homeowners' or property owners' associations, and local community groups.
33. All correspondence and plans related to project signage.
34. All project plan development simulations and documents.
35. A written summary of any oral contract or agreement that Seller has entered into.
36. An inventory of the Personal Property, if any.

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EXHIBIT "C"

Prepared by:

Adam K. Feldman
Longview Renal Construction LLC
355 South Teller Street, Suite 210
Lakewood, CO 80226

After recording return to:

Adam K. Feldman
Longview Renal Construction LLC
355 South Teller Street, Suite 210
Lakewood, CO 80226

SPECIAL WARRANTY DEED

Grantor: Marie Wade, individually, and as Trustee of the Marie Elaine Wade Trust under Agreement dated _____; Franklin E. Wade, Jr. a/k/a Frank Wade; Marie Wade and Frank Wade, as Trustees of the Franklin Family Trust under Agreement dated _____

Grantee: LONGVIEW RENAL CONSTRUCTION LLC, a Colorado limited liability company

Legal Description Abbreviated: Lot 1, Boundary Adjustment No. BLA 2019-5, recorded on December 31, 2019, in Book 39 of Surveys at Page 61, Cowlitz County, Washington

Additional legal description is on Exhibit A of this document.

Assessor's Tax Parcel ID #'s: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the ____ day of _____, 202_, is between **MARIE WADE, individually, and as Trustee of the MARIE ELAINE WADE TRUST UNDER AGREEMENT DATED _____**, conveying her vacant and non-homestead property, and **FRANKLIN E. WADE, JR. A/K/A FRANK WADE**, conveying his vacant and non-homestead property, and **MARIE WADE AND FRANK WADE, as Trustees of the FRANKLIN FAMILY TRUST UNDER AGREEMENT DATED _____** (collectively and jointly and severally, "Grantor"), and **LONGVIEW RENAL CONSTRUCTION LLC**, a Colorado limited liability company ("Grantee"), whose legal address is North Central Plaza 1, 12655 N. Central Expressway, Suite 200, Dallas, TX 75243.

WITNESSETH, That Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, situate, lying and being in Cowlitz County, Washington, and described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained property, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said Property above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the Property above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so ever, except those matters set forth on Exhibit B, attached hereto and incorporated herein by this reference.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

GRANTOR:

Marie Wade, individually, and as Trustee
of the Marie Elaine Wade Trust

Franklin E. Wade, Jr. a/k/a Frank Wade

Franklin Family Trust

By _____
Marie Wade, Trustee

By _____
Frank Wade, Trustee

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 20 __, before me, the undersigned officer, personally appeared Marie Wade, individually, and as Trustee of the Marie Elaine Wade Trust under Agreement dated _____. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal.

My commission expires:

Notary Public

(NOTARIAL SEAL)

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared Franklin E. Wade, Jr. a/k/a Frank Wade. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal.

My commission expires:

Notary Public

(NOTARIAL SEAL)

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared Marie Wade and Frank Wade, as Trustees of the Franklin Family Trust under Agreement dated _____. They are personally known to me or has produced _____ as identification.

WITNESS my hand and official seal.

My commission expires:

Notary Public

(NOTARIAL SEAL)

[Exhibit A & B to be Attached]

EXHIBIT "D"

QUITCLAIM BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MARIE WADE, individually, and as Trustee of the MARIE ELAINE WADE TRUST UNDER AGREEMENT DATED _____, and FRANKLIN E. WADE, JR. A/K/A FRANK WADE, and MARIE WADE AND FRANK WADE, as Trustees of the FRANKLIN FAMILY TRUST UNDER AGREEMENT DATED _____** (collectively and jointly and severally, "Seller"), hereby quitclaims, remises and releases to **LONGVIEW RENAL CONSTRUCTION LLC**, a Colorado limited liability company ("Purchaser"), all of Seller's right, title and interest, if any, in and to any personal property that may be located on the Property (as such term is defined in the Purchase and Sale Agreement between Seller and Purchaser dated February __, 2022). Seller and Purchaser agree that signed electronic or PDF copies of this Quitclaim Bill of Sale shall constitute originals for all purposes.

DATED: _____, 202_.

Marie Wade, individually, and as Trustee
of the Marie Elaine Wade Trust

Franklin E. Wade, Jr. a/k/a Frank Wade

Franklin Family Trust

By _____
Marie Wade, Trustee

By _____
Frank Wade, Trustee

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), dated effective this 7th day of June, 2022, is entered into by and between **Marie Wade, individually, and as Co-Trustee of the Franklin Family Trust and Franklin E. Wade, Jr. a/k/a Frank Wade, individually, and as Co-Trustee of the Franklin Family Trust** (collectively, "Seller") and **LONGVIEW RENAL CONSTRUCTION LLC**, a Colorado limited liability company ("Purchaser"), pursuant to that certain Purchase and Sale Agreement, effective as of March 14, 2022, and all addenda, exhibits, and amendments thereof (collectively, the "Purchase and Sale Agreement") between Seller and Purchaser. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them under the Purchase and Sale Agreement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree to amend the Purchase and Sale Agreement only as follows:

1. **Extension of Feasibility Period.** In exchange for Purchaser not terminating the Purchase and Sale Agreement on or prior to the original expiration of the Feasibility Period of June 13, 2022 under such Purchase and Sale Agreement, Seller and Purchaser agree to amend the Purchase and Sale Agreement in order to extend the Feasibility Period (as defined in Section 5(b) of the Purchase and Sale Agreement) until **July 13, 2022** and all references in the Purchase and Sale Agreement to the Feasibility Period (as now extended) are deemed amended accordingly.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

This Amendment is agreed and executed as of the date first set forth above.

SELLER:

Marie Wade

Marie Wade

Franklin E. Wade Jr

Franklin E. Wade, Jr. a/k/a Frank Wade

FRANKLIN FAMILY TRUST

By Marie Wade (t)

Marie Wade, Co-Trustee

Franklin E. Wade Jr (t)

By Franklin E. Wade Jr
Franklin E. Wade, Jr. a/k/a Frank Wade, Co-Trustee

Mr
Jr

PURCHASER:

LONGVIEW RENAL CONSTRUCTION LLC, a Colorado
limited liability company

By _____

Name: Jeff Kroll

Its: President

This Amendment is agreed and executed as of the date first set forth above.

SELLER:

Marie Wade

Franklin E. Wade, Jr. a/k/a Frank Wade

FRANKLIN FAMILY TRUST

By _____
Marie Wade, Co-Trustee

By _____
Franklin E. Wade, Jr. a/k/a Frank Wade, Co-Trustee

PURCHASER:

LONGVIEW RENAL CONSTRUCTION LLC, a Colorado
limited liability company



By _____
Name: Jeff Kroll
Its: President

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), dated effective this 12th day of July, 2022, is entered into by and between **Marie Wade, individually, and as Co-Trustee of the Franklin Family Trust and Franklin E. Wade, Jr. a/k/a Frank Wade, individually, and as Co-Trustee of the Franklin Family Trust** (collectively, "Seller") and **LONGVIEW RENAL CONSTRUCTION LLC**, a Colorado limited liability company ("Purchaser"), pursuant to that certain Purchase and Sale Agreement, effective as of March 14, 2022, and all addenda, exhibits, and amendments thereof (collectively, the "Purchase and Sale Agreement") between Seller and Purchaser. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them under the Purchase and Sale Agreement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree to amend the Purchase and Sale Agreement only as follows:

1. **Extension of Feasibility Period.** In exchange for Purchaser not terminating the Purchase and Sale Agreement on or prior to the expiration of the Feasibility Period of July 13, 2022 under such Purchase and Sale Agreement, Seller and Purchaser agree to amend the Purchase and Sale Agreement in order to extend the Feasibility Period (as defined in Section 5(b) of the Purchase and Sale Agreement) until **August 12, 2022** and all references in the Purchase and Sale Agreement to the Feasibility Period (as now extended) are deemed amended accordingly.

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This Amendment is agreed and executed as of the date first set forth above.

SELLER:

Marie Wade
Marie Wade

Franklin E. Wade, Jr.
Franklin E. Wade, Jr. a/k/a Frank Wade

FRANKLIN FAMILY TRUST

By Marie Wade (E)
Marie Wade, Co-Trustee

By Franklin E. Wade (F)
Franklin E. Wade, Jr. a/k/a Frank Wade, Co-Trustee

PURCHASER:

LONGVIEW RENAL CONSTRUCTION LLC, a Colorado
limited liability company

Jeff Kroll

By _____
Name: Jeff Kroll
Its: President

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), dated this 10th day of August, 2022, is entered into by and between **Marie Wade, individually, and as Co-Trustee of the Franklin Family Trust and Franklin E. Wade, Jr. a/k/a Frank Wade, individually, and as Co-Trustee of the Franklin Family Trust** (collectively, "Seller") and **LONGVIEW RENAL CONSTRUCTION LLC**, a Colorado limited liability company ("Purchaser"), pursuant to that certain Purchase and Sale Agreement, effective as of March 14, 2022, and all addenda, exhibits, and amendments thereof (collectively, the "Purchase and Sale Agreement") between Seller and Purchaser. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them under the Purchase and Sale Agreement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree to amend the Purchase and Sale Agreement only as follows:

1. **Purchase Price Reduction.** Seller and Purchaser agree that, in exchange for Purchaser not terminating the Purchase and Sale Agreement, the Purchase Price has been reduced by Fifty Thousand Dollars (\$50,000.00). Accordingly, Section 3(a) of the Agreement is hereby amended to provide that the total amount of the Purchase Price is Eight Hundred Thousand Dollars (\$800,000.00).

2. **Waiver of Feasibility Period.** In exchange for the reduction of the Purchase Price, and to be effective upon the date of full execution and delivery of this Amendment to Purchaser by Seller, Purchaser forever waives the Feasibility Period under the Agreement and Purchaser agrees that the Escrow Deposit is non-refundable, except in the event of Seller default and/or except as otherwise provided for in the Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

This Amendment is agreed and executed as of the date first set forth above.

SELLER:

Marie Wade

Marie Wade

Franklin E. Wade, Jr.

Franklin E. Wade, Jr. a/k/a Frank Wade

FRANKLIN FAMILY TRUST

By Marie Wade (+)

Marie Wade, Co-Trustee

By Franklin E. Wade, Jr. (+)

Franklin E. Wade, Jr. a/k/a Frank Wade, Co-Trustee

PURCHASER:

LONGVIEW RENAL CONSTRUCTION LLC, a Colorado
limited liability company

Jeff Kroll

By _____

Name: Jeff Kroll

Its: President

Exhibit 15A.
Lease Letter of Intent

November 9, 2022

Longview Renal Construction LLC
12655 N. Central Expressway, Suite 200
Dallas, TX 75243
Attn: Andrew T. Carnahan

Re: Letter of Intent to Lease

On behalf of Fresenius Kidney Care Longview, LLC, I present this letter of intent ("LOI") to enter into a lease agreement by and between Longview Renal Construction LLC, a Colorado limited liability company ("Landlord") and Fresenius Kidney Care Longview, LLC ("Tenant"), located at 2314 38th Avenue and 2224 38th Avenue, Longview, Washington. Should Fresenius Kidney Care Longview, LLC not receive its approval from the state of Washington for its intended program use, the lease and this LOI will terminate immediately with no further obligations owed by either party.

- 1. Address:** 2314 38th Avenue and 2224 38th Avenue, Longview, Washington
- 2. Landlord:** Longview Renal Construction LLC
- 3. Tenant:** Fresenius Kidney Care Longview, LLC
- 4. Lease Term:** 10 Years
- 5. Rental Rate:** Estimated to be \$54.77/RSF/Year. This amount may increase in the definitive lease agreement when final bids are received. Rent will adjust annually as provided in the definitive lease agreement.
- 6. Operating Expenses:** Operating expenses will be charged as additional rent as provided in the definitive lease agreement.
- 7. Option to Renew:** Tenant will have three (3) options to renew the definitive lease for five (5) year renewal terms upon prior written notice to Landlord. If Tenant exercises renewal, rent will be at then current market rates.
- 8. Security Deposit:** None.
- 9. Estoppel:** Within ten (10) days following any written request which Landlord may make

from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying such reasonable matters regarding the Lease as may be requested by Landlord.

10. Confidentiality: The terms and conditions discussed in this LOI and in the response as well as the Tenant's interest in this location will be treated as confidential information.

11. Definitive

Agreement: The final terms, covenants and conditions of this transaction will be the subject of the definitive lease agreement. Such agreement will contain, in addition to terms set forth in this letter, the terms, covenants and conditions and representations and warranties and indemnities customarily contained in lease agreements relating to similar transactions. The principles and understandings set forth herein will be binding on the parties only in accordance with the terms contained in the definitive lease agreement if and when executed by Landlord and Tenant.

12. CON

Contingency: Landlord and Tenant understand and agree that the establishment of any kidney dialysis facility providing care in the State of Washington is subject to Tenant obtaining a Certificate of Need ("CON") from the Washington State Department of Health ("Department"). Tenant agrees to proceed using its commercially reasonable efforts to submit an application for a CON and to prosecute said application to obtain the CON from the Department.

In the event that the Department does not award Tenant a CON permit to establish a kidney dialysis facility on the Leased Premises, this agreement shall be deemed null and void and neither party shall have any further obligation to the other party with respect to the Leased Premises.

AGREED AND ACKNOWLEDGED

Landlord: Longview Renal Construction LLC

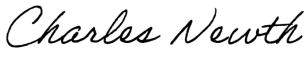
By: 

Print: Jeff Kroll

Its: President

Date: November 9, 2022

Tenant: Fresenius Kidney Care Longview, LLC

By: 

Print: Charles Newth

Its: Director, Real Estate

Date: November 10, 2022

Exhibit 15B.
Draft Lease Agreement

LEASE AGREEMENT

BY AND BETWEEN

**LONGVIEW RENAL CONSTRUCTION LLC,
A COLORADO LIMITED LIABILITY COMPANY**

("LANDLORD")

AND

**FRESENIUS KIDNEY CARE LONGVIEW, LLC, a
Delaware limited liability company
d/b/a FRESENIUS KIDNEY CARE Cowlitz County**

("TENANT")

DATED: _____, 202__

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this _____ day of _____, 202__ by and between Longview Renal Construction LLC, a Colorado limited liability company ("Landlord"), and Fresenius Kidney Care Longview, LLC, a Delaware limited liability company d/b/a Fresenius Kidney Care Cowlitz County ("Tenant").

ARTICLE 1 - CONSTRUCTION OF SHELL BUILDING

1.1. *Construction of Shell Building.* Using Pagone + Associates (the "Architect"), Landlord shall, at Landlord's sole cost and expense construct a building and certain improvements in substantial accordance with the specifications shown and detailed in Exhibit B and the Construction Drawings (as defined in Section 1.3), with such minor variations as Landlord may deem advisable and with such construction sometimes collectively hereinafter referred to as "Landlord's Work". In the event of a conflict between the Construction Drawings and Exhibit B, the Construction Drawings shall govern.

The building to be constructed by Landlord shall contain approximately 12,750 square feet to be leased hereunder to Tenant (the "Premises" or "Building") on the approximately 2.88 acre parcel of land located at 2314 38th Avenue and 2224 38th Avenue, Longview, WA (the "Property"). The Premises and Property are more particularly described and shown on Exhibit A attached hereto and made a part hereof.

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 three (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, "Substantially Complete" or "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, and (ii) the applicable local governmental authority issues a temporary certificate of occupancy or shell certificate of occupancy, if applicable.

Work Schedule

EDCSF #	Timeframe	Development Task
1.2.1	Prior to mutual execution of the lease	Landlord has applied for the Civil & Shell Building Permit by the City of Longview (“Permit”)
1.2.2	Within five (5) days from the later of: (i) the date of issuance of said Permit, or (ii) 14 days of mutual lease execution (“Permit Date”)	Landlord shall provide Tenant a copy of said Permit
1.2.3	Within 7 days from the Permit Date	Landlord shall break ground on construction of Building.
1.2.4	Within 10 days from the Permit Date	Landlord shall provide Tenant a copy of the application for permanent power
1.2.5	Within 210 days from the Permit Date	Landlord shall substantially complete all Landlord Work and deliver Premises to Tenant with Landlord’s Work Substantially Complete (“Delivery Date”).

Landlord shall provide Tenant thirty (30) days prior written notice of the Delivery Date along with a request for a completed Commencement Date Certificate (“CDC”) in the form set forth in Exhibit C attached to this Lease in order to memorialize the Commencement Date, defined in Section 2.2 below. Within fourteen (14) days of the Delivery Date, (“Inspection Date”) Tenant shall (i) inspect all Landlord Work completed at the Premises with Landlord; (ii) document all Landlord Work has been Substantially Completed and the actual Delivery Date in writing as outlined in Exhibit B of this Lease, and (iii) provide a copy of said confirmation to Landlord along with a completed CDC. Landlord shall execute the CDC within seven (7) days from receipt of the CDC from Tenant and deliver same to Tenant. If Landlord’s Work is not substantially completed upon Tenant’s inspection of the Premises; Tenant will promptly so inform Landlord of the Landlord Work remaining and the Delivery Date will be determined by the same process until Substantial Completion of all Landlord Work, except that Landlord will give Tenant five (5) business days prior written notice of the Delivery Date not thirty (30) days.

If on the Inspection Date Tenant determines that the Landlord Work is Substantially Completed; but there remain certain unfinished items of Landlord’s Work to be completed, and said items do not (i) affect Landlord and Tenant’s ability to confirm the Delivery Date, or (ii) interfere with Tenant’s ability to obtain a final Certificate of Occupancy, or its equivalent, Landlord and Tenant shall within ten (10) days from the Inspection Date prepare a written list of such uncompleted items (the “Punch List”). Landlord agrees to complete the item(s) on the Punch List with all due diligence and in no event later than thirty (30) days from receipt of said Punch List. In the event Landlord does not complete said Punch List items within said thirty (30) day period, Tenant shall have the right, but not the obligation, to cure such failure and offset any reasonable costs incurred in doing so from payment(s) of Base Rent, upon three (3) days advance written notice to Landlord of Tenant’s intention to complete said Punch List item(s). Completion of the Punch List items

shall not be required in order to document Substantial Completion of the Landlord Work or the Delivery Date pursuant to Exhibit B as outlined in the prior paragraph.

Subject to the delivery of the Punch List, 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) business days after the Inspection Date of any unfinished Landlord's Work that is not considered a Punch List item.

Landlord agrees that within thirty (30) days following the issuance of the Certificate of Occupancy for the Premises, and upon request within five (5) business days, Landlord shall provide Tenant with copies of the following information:

- (i) GC – Final G702/G703 Construction Document;
- (ii) Architect Final Invoice/Costs; and
- (iii) Purchase and Sale Agreement in connection with Landlord's purchase of the Property and, to the extent required by the appropriate municipality in order to contest property taxes, a redacted copy of the final closing/settlement statement setting forth the purchase price for the Property.

1.3. Construction Drawings.

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, and construction drawings (which plans shall be consistent with the specifications shown on Exhibit B) ("Construction Drawings") for the construction of Landlord's Work. A schedule identifying each approved drawing or document constituting a part of the Construction Drawings is attached hereto as Exhibit B-4.

1.4. Cooperation. 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 the same shall immediately notify the other party 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 a request for a change from the Tenant then, the Landlord will obtain from its contractor and furnish to Tenant's project manager assigned to this project ("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) If Tenant's Project Manager approves the change and the increased cost, which approval will not be unreasonably withheld, such increased cost of this and all such changes shall be reimbursed by Tenant within thirty (30) days from receipt of paid invoices for said increased costs.

(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 (provided such delay is caused by a change in the Construction Drawings requested by Tenant or local governmental authority), 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 ensure 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) days' time period, Tenant shall have the right to exercise its rights under Section 17.4 of this Lease upon written notice to Landlord.

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 Sections 1.5(b) and 1.5(d), in the event that (i) Landlord fails to timely complete any of Landlord's Work 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);
- (ii) If such event is not remedied by Landlord within thirty (30) days from the Delivery Date as outlined in Section 1.2.8 above, exercise its rights under Section 17.4 of this Lease; and/or

- (iii) Terminate this lease upon ten (10) days written notice to Landlord if: (A) the Permit Date has not occurred within 120 days from the date of this Lease; or (B) Landlord does not break ground on construction of the Building within 30 days of the Permit Date; or (C) Landlord does not Substantially Complete Landlord's Work within 330 days from the Permit Date.

As used herein a "Tenant Delay" is any delay in providing information or documents by Tenant to Landlord as required in the Work Schedule above and necessary for Landlord to timely complete Landlord's Work, or Tenant's failure to timely schedule inspections required in this Article 1. In the event of a Tenant Delay, 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.

1.8. Re-measurement. Within fifteen (15) days of Landlord's request for a CDC pursuant to Section 1.2, above, the Tenant may request the rentable and useable square footage of the Premises 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 CDC, in the form attached hereto as Exhibit C. Notwithstanding the foregoing, remeasurement shall not increase or decrease the amount of Base Rent under this Lease.

1.9. Tenant Improvements. Tenant shall submit plans and specifications for its initial improvements ("Tenant Improvements") to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within ten (10) business days of Tenant's submission. Landlord hereby grants Tenant and its contractors, agents, equipment and materials suppliers, and subcontractors a license to access the Property, the Building and the Premises for purposes of delivering supplies and constructing the Tenant Improvements. During the construction of the Tenant Improvements, Tenant shall submit all changes to its plans and specifications to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within five (5) business days of Tenant's request.

1.9.1. Construction Requirements. Tenant shall obtain all building and other permits or licenses required for the work. The Tenant Improvements shall be constructed in a good and workmanlike manner using quality materials and using licensed and insured contractors. Promptly after completion of the Tenant Improvements, Tenant shall procure a certificate of occupancy for the Premises from the applicable authorities. Copies of each such permit, license and certificate obtained by Tenant pursuant to this Section 1.6.1 shall be delivered to Landlord. 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 the Tenant Improvements.

ARTICLE 2 – LEASE OF PREMISES; TERM

2.1. *Lease of Premises.* Upon the Substantial Completion of Landlord’s Work, Landlord shall deliver the Premises to Tenant and Landlord thereafter shall lease to Tenant, and Tenant shall lease from Landlord the Premises.

2.2. *Lease Term.* The term of this Lease shall be for ten (10) years (“Initial Term”) commencing on the date that is one hundred (100) days after the Delivery Date (the “Commencement Date”).

2.3. *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 each Option Term shall be determined pursuant to the terms and conditions of Section 3.2 of this Lease. Each Renewal Option may be exercised only by written notice delivered by Tenant to Landlord no later than sixty (60) 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; OPTION TO PURCHASE

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:

Year	Rent per square foot	Annual Base Rent	Monthly Base Rent
1	\$54.77	\$698,326	\$58,193.86
2	\$55.70	\$710,198	\$59,183.16
3	\$56.65	\$722,271	\$60,189.27
4	\$57.61	\$734,550	\$61,212.49
5	\$58.59	\$747,037	\$62,253.10
6	\$59.59	\$759,737	\$63,311.41
7	\$60.60	\$772,652	\$64,387.70
8	\$61.63	\$785,787	\$65,482.29
9	\$62.68	\$799,146	\$66,595.49
10	\$63.74	\$812,731	\$67,727.61

Tenant shall pay Base Rent 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; or, at Tenant’s election, electronic fund transfer (“EFT”) payment to Landlord’s chosen financial institution. Landlord shall provide

Tenant all reasonably requested documentation to effectuate said EFT payments within thirty (30) days from Tenant's written request. 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.

3.1.1 Option to Purchase. Tenant shall have the option to purchase the Property ("Option to Purchase"), as provided in the Developer Agreement dated April 6, 2022, between PCI and Fresenius Medical Care Holdings, Inc., (an affiliate of Tenant and Guarantor of the Lease). The terms of the Option to Purchase, including, but not limited to, the purchase price, shall be governed by such Developer Agreement.

3.1.1. Calculation and Adjustment of Base Rent. The parties agree that the Base Rent set forth in Section 3.1 above is based on an Estimated Total Project Cost of \$7,444,844 times a rent constant of 9.38%, which includes estimated hard construction costs of \$5,764,500. Once bids are received by general contractors, Landlord and Tenant agree to re-visit the estimated costs set forth above in this Lease and the rent constant set forth in this section below. In the event that there is an increase in costs and/or increase in market capitalization rates (which would increase the rent constant), any increase in Base Rent and/or the rent constant will be capped such that the adjusted Base Rent and/or adjusted rent constant will not increase the initial Base Rent set forth above by more than twelve percent (12%); provided, however, that in the event that increases in costs and/or increases in market capitalization rates will cause an over 12% increase in the initial Base Rent set forth above, then Landlord and Tenant shall act reasonably and in good faith to reach agreement on an adjusted, initial Base Rent and/or an adjusted rent constant; and, further provided, if Landlord and Tenant are unable to reach such agreement within a reasonable period of time, then Tenant agrees that Landlord shall not be obligated to close on the purchase of the Property. Notwithstanding anything to the contrary contained herein, in no event shall Base Rent exceed Fair Market Value (as defined in Section 3.2.1. below).

3.2. Base Rent for Option Terms. Base Rent for each Option Term shall be equal to an amount that is the lesser of (i) Fair Market Value of the Premises (as defined in Section 3.2.1 of this Lease) or (ii) the annual Base Rent paid during the previous year prior to the commencement of the applicable Option Term increased by 1.7% annually during each year of the Option Term.

3.2.1. Fair Market Value. Fair Market Value shall be defined as the then fair market rental value of an improved space and served by the utilities detailed in Exhibit B of this Lease, that is comparable in size to the Premises, leased for a term comparable to the Option Term, and located in buildings equivalent in quality and location to the Building. Fair Market Value shall be based on an improved space that is not (i) subleased, (ii) subject to another tenant's expansion or right of first refusal rights, or (iii) leased to a tenant that holds an ownership interest in or is otherwise affiliated with the Landlord.

3.2.2. Determination of Fair Market Value. Fair Market Value shall be determined as follows: Within thirty (30) days of Tenant's exercise of a Renewal Option pursuant to Section 2.2 of this Lease, each party, at its own cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years full-time commercial appraisal experience in the area in which the Premises are located to appraise the Fair Market Value. The appraisers shall have fifteen (15) days to agree upon the Fair Market Value of the Premises. Any agreement reached by the two appraisers shall be binding upon Landlord and Tenant. In the event that the

two appraisers are unable to agree on the Fair Market Value, they shall immediately and mutually select an independent third appraiser meeting the qualifications stated in this Section 3.2.2. The third appraiser's determination of the Fair Market Value of the Premises shall be made within ten (10) days, and Landlord and Tenant shall share the cost of retaining the third appraiser equally. The two appraisers or the third appraiser, as the case may be, shall immediately notify the parties of their determination of Fair Market Value of the Premises, which shall be binding on both Landlord and Tenant and which shall serve as the Base Rent for the Option Term.

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/or home hemodialysis training and related office and administrative uses (the "Permitted Use"). 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 (hereinafter defined as "Alterations"). 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, as to not void or violate any construction material and labor warranties.

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 without prior written notification to Landlord. Any alteration or modification 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 shall require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for all 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 to expand the square footage of the Building, parking areas, and/or the Premises (the "Expansion Space"), as the case may be, up to the maximum extent allowed by local zoning, building, and other requirements. Tenant shall send Landlord written notice of its intent to expand. Within five (5) days after Landlord's receipt of said notice, the parties shall appoint a mutually acceptable independent real estate appraiser/ broker (the "Expansion Appraiser/ Broker") with at least five (5) years full-time experience in the area in which the Premises are located to provide an opinion of the fair market rental value of the proposed Expansion Space. The cost of the Expansion Appraiser/ Broker shall be shared equally by Landlord and Tenant. The Expansion Appraiser/ Broker shall have thirty (30) days to provide an opinion of the fair market rental value of the proposed Expansion Space. Any opinion given by the Appraiser/ Broker shall be binding upon Landlord and Tenant. Landlord shall have ten (10) days from the date the Expansion Appraiser/ Broker renders its opinion to notify Tenant as to whether Landlord shall construct the Expansion Space at Landlord's sole cost and expense. In the event Landlord elects to build the Expansion Space, the Expansion Appraiser's/ Broker's opinion shall serve as the Base Rent for the Expansion Space, which shall commence upon the date Landlord delivers the completed Expansion Space to Tenant. Landlord shall immediately commence to construct the Expansion Space using its best efforts and taking commercially reasonable steps to complete the Expansion Space. In the event Landlord elects not

to build the Expansion Space, Tenant shall have the right to construct the Expansion Space at its sole cost and expense, and Tenant shall not be obligated to pay Base Rent for the Expansion Space during the remainder of the term of the Lease or any future option periods. In such event, Tenant shall be responsible for obtaining all permits and approvals required by governmental authorities having jurisdiction, including but not limited to any zoning, building and/or other requirements. Further, Tenant shall expand the Building, parking areas in a first class, good and workmanlike manner consistent with the construction standards utilized in constructing the Building, which shall include but not be limited to comparable precautions for dealing with mine subsidence. Prior to commencement of construction, Tenant shall furnish to Landlord the plans and specifications of the work to be undertaken and shall obtain Landlord's written approval of the plans and specifications, which consent shall not be unreasonably withheld. Failure of Landlord to respond to Tenant's written request for approval on or before the 30th following Landlord's receipt of Tenant's written request for approval shall result in Landlord being deemed to have consented to Tenant's written request for approval.

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. Tenant shall be responsible for its own janitorial services for the Premises as well as cleaning of windows of the Premises.

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

(a) without expense to Tenant, unless damage is caused by 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, 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, water mains, gas and sewer lines, private roadways, landscape, and loading docks. Landlord shall also perform exterior pest control, and snow and ice removal.

Within thirty (30) days of Tenant's receipt from Landlord of paid invoices and written documentation evidencing the same, Tenant shall reimburse Landlord for the actual 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 or Expansion. Within sixty (60) 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. Tenant shall, upon demand, reimburse Landlord for all amounts paid and costs incurred by Landlord, including reasonable attorneys' fees, in having any such lien discharged of record.

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 8 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. During the Lease Term, Landlord shall be responsible for the regular maintenance and repair of the heating and air conditioning equipment ("HVAC") servicing the Premises.

Tenant shall reimburse Landlord for its costs related to the maintenance and repair of the HVAC as part of the Maintenance Expenses. Landlord also shall be responsible for the replacement of the HVAC units or any Major Component of the HVAC (a "Major Component" will be defined as any replacement cost over \$2,500.00) during the Lease Term. The cost of any such replacement of the HVAC units or any of the Major Components shall be paid by the Landlord and treated as a capital expenditure in accordance with Section 6.2(b)(vii). Upon the written request from Tenant, Landlord shall provide annual maintenance and repair records within thirty (30) days of said written request.

9.2. Utilities and Services. Landlord, at its own expense, shall ensure that all utility services outlined in Exhibit B are provided to the Premises on all days during the Lease Term on a 24-hour-a-day, 7-day-a-week basis.

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 and beginning on the Delivery Date. 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, provided 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 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 (including any and all fees or charges of any property owner association(s) or master association(s)), 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 and private associations. 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. 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.

10.2. Payment of Tax Expenses. Landlord shall pay before due all Tax Expenses assessed against the Property. Tenant shall reimburse Landlord for Tax Expenses within thirty (30) days of Tenant's receipt of an applicable invoice and written documentation supporting the same, together with Landlord's calculation. 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.

10.3. Payment of Personal Property Taxes. Tenant shall pay before due all taxes levied or assessed against its personal property, furniture, or fixtures placed within the Premises.

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, Alterations that Tenant is responsible for.

(b) Commercial 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. Landlord and its lender shall be named as an additional insured, but only with respect to claims arising out of the Tenant's use and occupancy of the Premises.

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. 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.

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 and the Premises, including but not limited to the parking lot, common areas, foundation, and roof.

(b) Commercial 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).

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 1 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 seven (7) 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 guests, invitees, 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 guests, invitees, 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 forty percent (40%) 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.

14.2. Complete Damage or Destruction. If forty percent (40%) 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.

Notwithstanding the foregoing and anything to the contrary contained in this Lease, Tenant acknowledges and agrees that Landlord has disclosed that extremely poor and severe soil conditions exist on the Property selected by Tenant. Tenant agrees to accept responsibility for, and shall indemnify and hold Landlord harmless against, any and all fees, costs, losses, charges, and/or damages that occur as a result of such soil conditions, including, without limitation, Building movement on the Property, whether occurring naturally or through any casualty event(s) or natural disaster(s), and further including all fees, costs, losses, charges and/or damages that are incurred from inspections, investigations, maintenance, repairs, replacements as a result of such soil conditions. Tenant further agrees that it shall continue to pay rent and shall have no ability to terminate this Lease for any reason due to such soil conditions and/or Building movement on the

Property, including, without limitation, Tenant's ability to occupy the Premises and any lost revenue resulting from an inability to occupy the Premises.

ARTICLE 15 - CONDEMNATION

15.1. Condemnation. If forty percent (40%) or more of the Premises or the parking 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 for Tenant's use, 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 Delivery 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. At any time during the Lease Term, in the event the initial Landlord only enters into a Purchase and Sale Agreement for the sale of the Property, said initial Landlord shall provide Tenant with an abbreviated copy of such Agreement containing only the initial page of such Agreement, the page setting forth the purchase price, and the signature page (with the name of the purchaser and any other information necessary to comply with confidentiality provisions on such pages redacted (except for the purchase price) within thirty (30) days of the sale of the Property.

16.2. Restricted Transfers by Tenant. Except as provided in Section 16.3 of this Lease, Tenant shall not voluntarily 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 (a "Restricted Transfer"). 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, provided, however, that Tenant and any guarantor of this Lease shall not be released from any and all obligations and liabilities under the Lease 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) any medical director or any member of a medical director's practice 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.

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 first failure in any calendar year 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 second failure in any calendar year to pay when due any Base Rent or any other monetary obligation required to be paid under this Lease;

- (c) 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 as soon as reasonably possible;
- (d) 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
- (e) 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 for any claim for damages therefore;
- (b) Recover 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 ten percent (10%) 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 as soon as reasonably possible.

Landlord hereby acknowledges that the lack of commercially reasonable HVAC services as outlined in Exhibit B and 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 deficient HVAC services or a roof leak or other water infiltration into the Premises and Landlord fails to schedule the repair for the same within five (5) business days and fails to diligently and continuously attempt to complete such scheduled repair as soon as reasonably possible.

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 (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.

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 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 Fixtures 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 Tenant Improvements and/or Tenant Alterations.* Tenant shall have the right, but not the obligation, to remove Tenant Improvements and/or 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 Tenant Improvements and/or 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 Tenant Improvements and/or Alterations prior to the expiration or earlier termination of this Lease, such Tenant Improvements and/or 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 twenty-one (21) 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 ATTORNMENT

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.

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, delays caused by obtaining permanent power, any delays due to strikes, acts of God, governmental approval delays, 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. Landlord shall, at its sole cost and expense, install Tenant's name and suite number on all signage located on the Property.

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. If permitted by the applicable association(s), 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.

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 sufficient parking for Tenant's employees and patients in a location adjacent to the Premises as outlined in Exhibit B. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations. Except as may be required under the covenants, conditions and restrictions referenced in Exhibit D hereafter and except for repaving and/or re-striping, Landlord shall not be permitted to make changes to any parking spaces located within seventy-five feet (75') of the Premises during the Lease Term.

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 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: Longview Renal Construction LLC
c/o Christine Schenk
North Central Plaza 1
12655 N. Central Expressway
Suite 200
Dallas, TX 75243

with a copy to: Physicians' Capital Investments, LLC
355 South Teller Street, Suite 210
Lakewood, CO 80226
Attention: General Counsel

If to Tenant: Fresenius Kidney Care Longview, LLC
At the Premises

with a copy to: Fresenius Kidney Care Longview, 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 and Flood Plain. Landlord warrants and represents that the Premises is zoned for Tenant's use and is not located in 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, and to Landlord's knowledge, 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 4.1 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. Guaranty. This Lease shall be guaranteed by Fresenius Medical Care Holdings, Inc. in the form attached hereto as Exhibit E.

26.20. Landlord Partnership Structure. Landlord represents and warrants that each investor in Landlord, who is a Referral Source (as defined herein) to Tenant, has contributed capital to Landlord in an amount that is at a minimum proportionate to said Referral Source's ownership interest in Landlord. A Referral Source is an individual or entity which (i) is a source of patient referrals to Tenant, or any of its affiliates, or subsidiaries; (ii) a purchaser of items or services from Tenant, or any of its affiliates, or subsidiaries that are reimbursable by any federal or state health care program; or (iii) a seller to Tenant, or any of its affiliates, or subsidiaries of items or services for which Tenant, or any of its affiliates, or subsidiaries makes claims for reimbursement under any federal or state health care program.

26.21. 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.

26.22. 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 F.

26.23. Shared Values. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Tenant upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. Tenant upholds these values in its own operations, as well as in its relationships with business partners. Tenant's continued success and reputation depends on a common commitment to act accordingly. Together with Tenant, Landlord is committed to uphold these fundamental values by adherence to applicable laws and regulations.

26.24. CON Contingency. Landlord and Tenant understand and agree that the establishment of any outpatient dialysis facility in the State of Washington is subject to Tenant obtaining a Certificate of Need ("CON") from the Washington State Department of Health ("Department").

Tenant agrees to proceed using its commercially reasonable efforts to submit an application for a CON and to prosecute said application to obtain the CON from the Department. In light of the foregoing facts, the parties agree that the Lease is contingent upon Tenant's receipt of a CON for the Premises either after the Department's evaluation or on appeal, if applicable. In the event that the Department does not award Tenant a CON for the Premises, this Lease shall be deemed null and void, neither party shall have any further obligation to the other party with respect to the Lease.

SIGNATURE PAGE FOLLOWS

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

LANDLORD:

TENANT:

Longview Renal Construction LLC

Fresenius Kidney Care Longview, LLC

Name: Jeff Kroll

Title: President

Name:

Title:

[Landlord Acknowledgement to Lease Agreement]

STATE OF COLORADO

COUNTY OF JEFFERSON

ss.

On this ___ day of _____, 2022, the undersigned officer, personally appeared Jeff Kroll, as the President of Longview Renal Construction LLC, a Colorado limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public

[Tenant Acknowledgement to Lease Agreement]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Fresenius Kidney Care Longview, LLC, a Delaware limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the Commonwealth of Massachusetts, residing at
My appointment expires

EXHIBIT A

DESCRIPTION OF PREMISES AND PROPERTY

Lot 1 of Survey recorded in Book 39, Page 61 under Auditor File No. 3634441, Cowlitz County, Washington, described as follows:

COMMENCING at the most Northerly corner of said Tract 4, Block 18, of Columbia Valley Gardens No. 3, also being the Northerly most corner of said Lot 1, of survey recorded in Book 29 of Surveys, at Pages 63 and 64, being on the Easterly right-of-way line of 38th Avenue and Southerly of Cut-Off-Slough; thence, South 10°55'14" East, along the Northerly line of said Lot 1, for a distance of 177.83 feet to the TRUE POINT OF BEGINNING; thence, South 55°31'07" West, along said adjusted boundary line of said parcel 02867, for a distance of 35.58 feet to the Northeasterly corner of AFN 3264725, being parcel 02868; thence, South 34°56'40" West, along said parcel line, for a distance of 70.01 feet to the Northerly line of AFN 900523060, being parcel 02869; thence, South 53°37'20" East, along said parcel line, for a distance of 38.77 feet to the Easterly corner thereof; thence, South 34°53'53" West, along said parcel line, for a distance 131.72 feet to the Southerly corner thereof; thence, North 54°26'44" West, along said parcel line, for a distance of 152.80 feet to the Easterly right-of-way line of 38th Avenue; thence, South 34°47'22" West, along said right-of-way line, for a distance of 133.09 feet to the Southerly line of AFN 3218351, being parcel 02870; thence, South 55°03'56" East, along said parcel line, for a distance of 470.23 feet; thence, North 34°53'50" East, along the East line of Tracts 4 and 5 of Columbia Valley Gardens No.3, for a distance of 323.95 feet to the North line of said Tract 4; thence, North 64°06'04" West, along said North line, for a distance of 163.50 feet; thence, North 34°17'48" West, along said North line, for a distance of 195.09 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

IN-CENTER BUILDING SHELL EXHIBIT “PREMISES”

**FRESENIUS MEDICAL CARE – FRESENIUS INTEGRATED CONSTRUCTION
SERVICES
GROUND-UP SHELL SPECIFICATIONS
LAST UPDATED 5-31--2022**

GENERAL INFORMATION

A Ground-Up Shell Building construction project is one in which Landlord constructs a shell building structure, utilities, parking, landscaping, and site improvements to Tenant’s specifications. Tenant’s specifications are intended to allow Landlord’s completed project to function as a “Build to Suit” structure accommodating interior build-out by Tenant into an outpatient dialysis facility.

Building shall consist of a conventionally built structure, with a low slope roof. Developer must ensure selected building type is allowed by authorities having jurisdiction and bring all variances to RECS-ATL for written approval.

The site and shell set of drawings shall include a site plan containing, but not limited to, the property boundaries, setbacks, curb cuts, topography, parking layout, exterior lighting, and depiction of the location of all incoming required utilities. Utilities shall include but not be limited to electrical service, gas service, domestic water supply, irrigation water supply, fire line water supply, waste line (sewer), Telephone service, cable TV service. Shell building shall be based on the approved preliminary plan of the interior build-out prepared by Tenant.

Landlord shall abide by Tenant’s Design and Construction Services Agreement (see separate agreement), be responsible for hiring Registered Architects, Engineers, and any other persons necessary to prepare and provide Tenant the necessary design documents as described below and in the Lease.

RESPONSIBILITY SCHEDULE

Location address: _____

Item definitions and explanations are located below the matrix. Refer to section 1.2 in Lease to determine the Early Access Date (“EAD”). EAD work items shall be marked “Phase 1” in matrix below and must be completed by Landlord PRIOR to Tenant’s “Early Access Date”; Phase 2 items can be completed after. A copy of this executed matrix must be included in the Shell Building CD set.

#	CSI	Description	N/A	Landlord's Work	Phase (1, 2)	Comments
	1	GENERAL REQUIREMENTS				
1	1	ALTA SURVEY		X	1	
2	1	ENVIRONMENTAL REPORTS		X	1	
3	1	GEOTECHNICAL TESTING		X	1	
4	1	SOILS COMPACTION TESTING		X	1	
5	1	SLAB MOISTURE TESTING		X	2	SEE ATTACHMENT “A”. TYPICALLY, DO NOT DO THE TEST UNTIL THE HVAC IS UP AND RUNNING WITH ALL TRUNK LINES
6	1	PERMITS, IMPACT AND TAPPING FEES		X	1	
7	1	CLOSEOUT AND RECORD DOCUMENTS		X	2	
8	1	LANDLORD DELIVERABLES		X	2	
	2	SITWORK				
9	2	CIVIL (DESIGN, UTILITIES)		X	1	
10	2	INDIVIDUAL METERS/SUB-METERS (WATER, ELECTRIC, GAS)		X	1	
11	2	BACKFLOW PREVENTER FOR DOMESTIC WATER, FIRE SPRINKLER AND LANDSCAPE IRRIGATION IN HOT BOXES		X	1	

#	CSI	Description	N/A	Landlord's Work	Phase (1, 2)	Comments
12	2	DOMESTIC WATER (SEE UTILITY MATRIX)		X	1	
13	2	SANITARY SEWER (UTILITY MATRIX)		X	1	
14	2	NATURAL GAS (UTILITY MATRIX)		X	1	
15	2	PARKING, ACCESS AND HARDSCAPING		X	2	
16	2	REINFORCED CONCRETE DUMPSTER AND DELIVERY PADS W/ BOLLARDS		X	2	
17	2	REINFORCED CONCRETE GENERATOR PAD W/ BOLLARDS & CONDUITS TO ATS		X	2	
18	2	MECHANICAL PADS		X	1	(Only if required)
19	2	BOLLARDS		X	2	
20	2	LANDSCAPING		X	2	
21	2	SITE FENCING		X	2	
22	2	PATIENT DROP OFF AREA		X	2	
23	2	SITE LIGHTING		X	2	
24	2	SIGNAGE-WAYFINDING AND IDENTIFICATION		X	2	
25	2	MONUMENT SIGNAGE		X	2	
26	2	CLEARING, GRADING, TESTING, ETC.		X	1	
27	2	TERMITE PROTECTION		X	1	
	3	CONCRETE:				
28	3	FOUNDATION AND FLOOR SLAB		X	1	
	4	MASONRY				
29	4 or 9	DEMISING WALLS MASONRY OR FINISHES:		X	1	Division 4 if masonry, 9 if drywall
	5	METAL				
30	5	STEEL STRUCTURE		X	1	
31	5	CONCRETE OR METALS: 13' CLEAR SPACE FROM THE FINISHED SLAB TO THE UNDERSIDE OF THE ROOF STRUCTURE		X	1	
32	5	ROOF SLOPE		X	1	
33	5	EXTERIOR DOOR AWNINGS		X	2	
34	5	BOLLARD PROTECTION OF METERS, EXTERNAL DOORS		X	2	
35	5	SEISMIC UPGRADES		X	1	
	6	WOOD, PLASTIC & COMPOSITES				

#	CSI	Description	N/A	Landlord's Work	Phase (1, 2)	Comments
36		MISCELLANEOUS CARPENTRY				Carpentry for blocking, roof framing, parapets, etc.
	7	THERMAL & MOISTURE PROTECTION				
37	7	UNDER SLAB VAPOR BARRIER		X	1	
38	7	SLAB MOISTURE MITIGATION		X	1	
39	7	BUILDING INSULATION		X	1	
40	7	NEW ROOF		X	1	
41	7	DOWNSPOUTS, ROOF DRAINS		X	1	
	8	DOORS & WINDOWS				
42	8	EXTERIOR WINDOWS		X	1	
43	8	EXTERIOR DOORS AND FRAMES		X	1	
44	8	EXTERIOR DOOR HARDWARE		X	1	See Attachment "B"
	9	FINISHES				
		INTERIOR FINISHES				
45	9	EXTERIOR FINISHES		X	1	
46	9	INTERIOR FINISHES		X	1	
	10	SPECIALTIES				
47	10	LANDLORD'S EXTERIOR SIGNAGE: i.e. BUILDING NUMERALS AND GROUND SIGNAGE	X	X	2	LL responsible for electrical to the monument and wall sign, Tenant responsible for concrete pad and signage
48	10	ACCEPTANCE OF TENANT'S EXTERIOR SIGNAGE		X	2	
	14	CONVEYING SYSTEMS		X		
49		ELEVATOR				IF IN MULTI-STORY BUILDING
	15	MECHANICAL/PLUMBING				
50	15	HVAC, TEMPERATURE AND HUMIDITY CONTROL		X	1	Phase 1: Equipment Installation
51	15	HVAC NEW PENETRATIONS FOR EXHAUST FANS		X	1	Landlord responsible for roof penetrations and Tenant responsible for fans and vents
52	15	PLUMBING SERVICE TO TENANT'S PREMISES, INCLUDING UTILITY MATRIX		X	1	
53	15	LIFE SAFETY SYSTEMS: FIRE PROTECTION, INCLUDING UTILITY MATRIX		X	1	
	16	ELECTRICAL				
54	16	ELECTRICAL POWER (UTILITY MATRIX)		X	1	
55	16	SERVICE TO TENANT'S PREMISES		X	1	
56	16	SITE LIGHTING (SIDEWALK, DROPOFF, EGRESS		X	2	

#	CSI	Description	N/A	Landlord's Work	Phase (1, 2)	Comments
		PATHWAYS, GENERAL YARD)				
57	16	EMERGENCY LIGHTING (EGRESS/EXTERIOR)		X	2	
58	16	PORTE COCHERE LIGHTING		X	2	
59	16	OTHER EXTERIOR LIGHTING		X	2	
60	16	CONDUIT FOR LOW VOLTAGE (PHONE, CABLE OR SATELITE TV, INTERNET - UTILITY MATRIX).		X	1	Landlord to enter name of providers: 1. Cable or satellite tv: 2. Internet: 3. Phone:
61	16	PHONE: PROVIDE, INSTALL MINIMUM 25 PAIR PHONE CABLE (UTILITY MATRIX NOTES)	X		1	
62	16	TELEVISION SERVICE CONDUIT TO ROOF INCLUDING WATERTIGHT CAP AND ROOF PATCH		X	1	
63	16	ELECTRICAL ROUGH IN AND BLOCKING FOR TENANT'S EXTERIOR SIGNAGE		X	1	
64	16	POWER TRANSFORMERS		X	1	
65	16	GENERATOR (TENANT SUPPLIED; LANDLORD INSTALLED)		X	2	REQUIRED BY TENANT OR JURISDICTION (Circle One): NO, YES
66	16	INSTALLATION OF AUTOMATIC TRANSFER SWITCH ("ATS") INLINE WITH SERVICE POWER		X	1	REQUIRED BY TENANT (Circle One): YES, NO CONFIRM WITH TENANT'S PM. ATS Supplied by Tenant
67	16	LIFE SAFETY SYSTEMS: FIRE ALARM SYSTEM IN MULTI-TENANT BUILDING, OUTSIDE TENANT'S PREMISES		X	2	
68	16	LIFE SAFETY SYSTEMS: FIRE ALARM		X	2	

PM's Acceptance of Completed Phase 1 EAD Work. Actual Early Access Date: ___/___/___

Tenant's PM Name: _____ Initials: _____

PM's Acceptance of ALL Completed Phase 1 and 2 Work. Actual Delivery Date: ___/___/___

Tenant's PM Name: _____ Initials: _____

DEFINITIONS AND EXPLANATION OF ITEMS IN MATRIX ABOVE:

DIVISION 1-GENERAL REQUIREMENTS:

1. ALTA SURVEY: Landlord is to provide Tenant a site survey (ALTA) in PDF file format which shall include, but not be limited to, property boundaries, utility locations, roads curbing, sewers and topography.
2. ENVIRONMENTAL REPORTS: Landlord is to provide Tenant environmental reports (Phase I, and II if recommended in Phase I report) less than 6 months old conforming to engineering standards for tenant's review and approval.
3. GEOTECHNICAL TESTING: Provide soil borings of the site performed by a qualified Geotechnical Engineer to determine bearing capacity and stability of the soil (quantity and location to be approved by Tenant).
4. SOILS COMPACTION TESTING: Compact the soil to 95% compaction beneath the floor slab prior to the installation of under slab vapor barrier, piping, scale and electrical conduit. Compaction shall be verified by a testing agency hired by the developer.
5. SLAB MOISTURE TESTING: A slab vapor emission and relative humidity test report must be performed by independent third-party testing agency (Independent Floor Testing, Inc. preferred). Testing performed by flooring installer is not allowed. The agency must utilize ASTM standards (F2170, F1869) to test and verify if the slab meets vapor and relative humidity tolerances required to install floor finishes without mitigation. See Attachment "A". Provide a copy of the report to Tenant's representative for verification that the slab meets these requirements. In the event that the Tenant's vapor emission and/or relative humidity requirements are not met, the Landlord will reimburse Tenant for costs to rectify issue to above noted parameters with Tenant's GC team.
6. PERMITS, IMPACT AND TAPPING FEES: Obtain, pay and pull permits including for impact and tapping fees. See utility matrix for general guidance.
7. CLOSEOUT AND RECORD DOCUMENTS:
 - A. Landlord to provide one set of record documents and drawings (completed Landlord's work) to Tenant in PDF and AutoCAD 2013 formats. Deliver electronically to Tenant with each record drawing as a separate file, properly titled and dated, indicating the preparer. These record drawings shall become the property of the Tenant.
 - B. Operating and Maintenance Manuals: Where available, manuals shall be submitted containing the following:
 - 1) Description of the system provided with detailed description of the function of each principal component of the systems or equipment.
 - 2) Operating procedures, including pre-startup, startup, normal operation, emergency shutdown, normal shutdown and troubleshooting.
 - 3) 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.

- 4) 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.
- 5) Safety and environmental considerations.

C. One copy of the manuals shall be provided within two weeks of completion of Landlord's work to allow for training of Tenant'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 as well as electronic files via team Dropbox. The manuals shall contain a detailed table of contents and have tab dividers for major sections and special equipment.

8. LANDLORD DELIVERABLES:

Landlord to complete the following and provide checklist with Tenant signoff 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.
 - a. Complete warranty contact and information: items warranted, duration of warranty, landlord notification process, etc.
- 3) Deliver maintenance (attic) stock of materials where specified.
- 4) Make final changeover of lock cylinders or cores and advise Tenant of change of security responsibility in writing.
- 5) Complete startup of all systems and instruct Tenant's personnel in proper operation and routine maintenance of systems and equipment.
- 6) Provide factory representative's certification HVAC is working according to performance specifications.
- 7) Remove all temporary facilities and utilities no longer needed.
- 8) Submit final meter readings, record of stored fuel and similar information.
- 9) Provide listing of utility accounts, meter numbers, account numbers, etc. for the transition of services into Tenant's name and account.
- 10) Conduct Punchlist walk through with Tenant team for creation and resolution of all outstanding or noted deficient items within 10 working days.

DIVISION 2-SITWORK:

9. **CIVIL (DESIGN, UTILITIES, TESTING):** Provide all site engineering required for permitting and construction. Site plans must be prepared by a registered Civil Engineer and submitted to the Tenant for review and approval before any work is started. Responsibility for designing, constructing, complying with all codes and jurisdictional laws and bringing all utilities required by Tenant into Tenant's premises, at a mutually agreed upon location per approved plans, and depth (in case of sewer). Underground utility services to enter via rear of Tenant's space. This includes water (including fire loop, and irrigation), storm sewer, sanitary sewer (including condensate drain), electrical, natural gas, and fire protection (sprinklers) in the sizes and water pressures shown in the utility matrix below. All MEP rooms located outside of Tenant premises (in case of multi-tenant building) must be accessible to Tenant's staff at all times. All utilities (except fire protection) shall be exclusive for Tenant's use. Engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.
10. **INDIVIDUAL METERS/SUB-METERS (WATER, ELECTRIC, GAS):** Individual meters shall be supplied and installed in locations coordinated with Tenant. Full line size water meter shall be supplied. Indicate meter identification numbers.
11. **BACKFLOW PREVENTER FOR DOMESTIC WATER, FIRE SPRINKLER AND LANDSCAPE IRRIGATION IN HOT BOXES:** Systems must have backflow preventers meeting code for domestic water, fire sprinkler and landscape irrigation (if applicable) in hot boxes.

NOTE: FMC TRANSACTION MANAGER TO SELECT APPROPRIATE UTILITY MATRIX BELOW (IN-CENTER VS. HOME THERAPY ONLY) DELETE THE NON-APPLICABLE MATRIX, AND HIGHLIGHT COLUMN SHOWING NUMBER OF PATIENT STATIONS OR HOME THERAPY ROOMS.)

Utility Matrix (In-Center)	Number of In-Center Patient Stations, including Transitional Care Units, in Separation and in CAPD/Home Therapy Rooms									
# of Patient Stations	6	8	12	16	20	24	28/32	36/40	48	60
12, 49. City Water (min sustainable dynamic pressure of 60 psi) *	2"	2"	2"	2"	2"	2"	3"	3"	3"	3"
Approx. Water Usage for Impact Fee Reference (Gallons Per Workday)	1950	2600	3900	5200	6500	7800	10400	11700	15600	19500
13, 49. Sanitary Waste (Dedicated for Tenant use) **	4"	4"	4"	4"	4"	4"	6"	6"	6"	6"
14, 49 Natural Gas*** (MBH)	750	750	900	1000	1300	1500	1900	2100	2800	3200
53. Sprinkler Riser	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
51. 120/208, 3 phase, 4w Electrical (amps) ***	600	600	600	600	800	800	800	1000	1200	1600
57. Conduit for Low Voltage i.e. Phone, Cable or Satellite TV, Internet	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"

Utility Matrix (Home Therapy Only)	Number of Home Therapy Rooms						
# of Home Therapy Rooms	4	6	8	10	12	14	16
12, 49. City Water (min sustainable dynamic pressure of 60 psi) *	1"	1-1/2"	1-1/2"	2"	2"	2"	2"
13, 49 Sanitary Waste (Dedicated for Tenant use) **	3"	4"	4"	4"	4"	4"	6"
14, 49 Natural Gas*** (MBH)	300	400	400	500	500	600	700
53. Sprinkler Riser	6"	6"	6"	6"	6"	6"	6"
51. 120/208V, 3 phases, 4w Electrical (amps) ***	200	400	400	600	600	600	800
57. Conduit for Low Voltage i.e. Phone, Cable or Satellite, Internet	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"	(3) 4"

* Volume of water for Tenant's use only, not inclusive of capacity for other tenants and/or irrigation. Where services are shared with other tenants or uses, a fixture count for confirmation of available service is required. Dedicated water with dynamic pressure of 60 psi at 30 gpm. required post backflow preventers. Separate taps for domestic water, irrigation and fire are required to ensure line volume, pressure and size meet tenant's specifications. When 60 psi at 30 gpm is not achievable, rectify in accordance with the following:

- A. Provide Bell and Gossett e-HV packaged booster system(s) or similar by Hy-Fab, TigerFlow or Grundfos. The e-HV booster shall be assembled with two vertical multistage e-SV pumps fixed onto a single base and connected in parallel via suction and discharge manifolds and fittings. The station is provided with a main system disconnect as well as individual electrical pump isolation to ensure that each pump can be serviced without the need to shut down the entire station.
- B. The e-HV booster shall be a Multi-Master configuration with each pump paired with the Hydrovar® master type VFD mounted directly to a standard TEFC Premium Efficient NEMA Frame motor. Variable speed operation is handled via the designated lead/lag configuration with a 100% load redundancy for each pump.
- C. Break tank with cone bottom when required by jurisdiction.

Provide a heavy duty cone-bottom tank, to be sized by the LL's plumbing engineer. The tank shall be polyethylene resin and compounded with UV stabilizers to extend life and durability. Tank shall have a vented manway fitting on top and a 45° cone on bottom. Install a 2" polypropylene/polyethylene anti-vortex tank flange on bottom of tank. Translucent Natural White color for visible content level. FDA-compliant polyethylene for safe storage of water. Also provide with cone-bottom stands. Approved manufacturers are Tamco, Dura-Cast, Norwesco, Snyder Industries or Den Hartog Industries.

** Volume of sanitary waste for Tenant's use only, not inclusive of capacity for other tenants. Where services are shared with other tenants, a water drainage volume analysis for confirmation of available service is required. Tenant's Team (PES, Architect, Engineer, TM, PM, Bio-med) to take into consideration current water drainage volume analysis, compare to estimated Tenant's requirements, and determine the minimum size of sewer required for Tenant's use.

*** If natural gas is not available, then add an estimated 200-400 Amps to electric service guidance in the matrix. Electric service is an estimate and will always need to be sized by Tenant's electrical engineer.

15. **PARKING, ACCESS AND HARDSCAPING:** Site paved surfaces should allow for easy access to staff and visitors, parking, delivery trailer trucks, sanitary vehicles and unobstructed access to building by fire rescue.

Provide roadways consisting of minimum of 4", and parking consisting of minimum of 2½" bituminous asphalt on a 6" compacted base for general parking & roads. Actual depth of roadways and parking shall follow recommendations listed in project's Geo-technical report. 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.

Parking spaces shall be at the minimum rate of 1 per 333 square feet of building area (preferred by Tenant) or per local codes, whichever is greater. Parking spaces shall be code compliant 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 should be located along building where affected staff and visitors will not cross active drive aisles and along accessible pathway(s) to the building entrance. Provide parking lot striping for standard and handicap spaces, patient drop off area, accessible aisles adjacent to HC parking spaces, HC designation and signage.

Accessible aisles servicing handicapped cars shall be 60" wide min. and aisles servicing vans spaces shall be 96" min. per code 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.

Layout shall provide 50' direct/ straight access for sanitary vehicles, with 14 feet of vertical clearance over the entire approach and 32 feet above the dumpster enclosure. Provide a 6" reinforced concrete loading area (12 ft long x width of enclosed area) in front of enclosure gates.

Provide delivery ramp or curb cut providing access from delivery area to delivery door(s). Must have 60+ inches clear (includes door swing area) if delivery door(s) is(are) approached from the side, or 48+ inches clear if approached from straight on.

Buildings must have extruded curbs or fully formed curb & gutters only as required to meet code. Tenant preference to have minimal curbs and utilize wheel stops in all parking spaces.

Hardscaping i.e. sidewalk or ramp added adjacent to building must be doweled into building structure and include frost slab foundation starting below frost line (depth required is region specific).

16. **REINFORCED CONCRETE DUMPSTER AND DELIVERY PADS WITH BOLLARDS:** Provide reinforced concrete dumpster pad with enclosure and gates per all local code requirements for Tenant's use at both delivery and dumpster areas (two dumpsters if recycling or waste volume requires it, 10 yards each) at location agreed upon by Tenant and Landlord. Reinforced concrete dumpster loading pad shall extend 12ft out in front of gates. Concrete pad at the dumpster and at delivery areas shall be constructed of 6" minimum 3000 PSI reinforced Portland cement concrete on an 8" compacted base. Concrete delivery ramps must meet max. 1:12 slope, min. 6' clear width and ADA compliant handrails and guardrails. Design to include pallet access from drive lane to delivery door for end user (Flush or ramp condition).

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 50'-0" unobstructed approach beyond the extent of the enclosure gate opening. Enclosure shall hold the dumpsters, provide a 2-foot clearance from 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 12' in front of gates flush with drive access and provide painted metal bollards to protect enclosure and gates.

17. **REINFORCED CONCRETE GENERATOR PAD WITH BOLLARDS AND CONDUITS TO ATS:** If Tenant elects to have an onsite generator at the property, provide reinforced concrete generator pad with imbedded anchor rods and fence enclosure per Tenant's details at location adjacent to Mechanical/

Electrical area, away from air intakes, storm drains and where noise may not interfere with adjacent use. Landlord agrees to coordinate with Tenant and authorities having jurisdiction for mutually acceptable locations. Tenant to provide proposed generator size, pad dimensions and thickness. Landlord to provide and install switches and oversized conduits from generator to ATS per Tenant's specifications and electrical drawings. Work to include a) modification or replacement of hardscape and/or landscape as required throughout path of conduit, pad and devices; b) providing and installing required enclosures, fencing, bollards and protection per local and state code. Enclosure and gates to meet at minimum local building codes. Install conduit stub-up in pad and underground connections between pad and building. When provided, Generator unit is OFIC. See item 66.

18. MECHANICAL PADS: Where roof top may not be used for HVAC equipment, provide ground mounted pad(s). Pads to be located in an area of suitable size for pad installation. Size will vary based on unit selection and should be at least 6" greater than the unit's overall base dimensions. Landlord A-E to follow manufacturer's and code recommendations / requirements for location, spacing and free air movement. Pad shall be one-piece level concrete slab with a min. thickness of 6".
19. BOLLARDS: 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 stops 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.
20. LANDSCAPING: Landscaping design shall take safety, accessibility, screening, sound attenuation and overall aesthetics into consideration, and shall meet or exceed all local code requirements. Landlord shall submit design documents to Tenant for review and approval before providing and installing. Complete irrigation system shall have separate tap and 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. To eliminate the need for supplemental irrigation, tenant recommends xeriscaping when possible. Xeriscaping is the use of appropriate regionally available water conserving plants.
21. SITE FENCING: Provide site fencing where required by local authority to meet or exceed minimum local standards. Fencing design to be submitted to Tenant for review and approval before any work is started.
22. PATIENT DROP OFF AREA: Provide a reinforced concrete vehicle pad for patient drop off area, flush with the patient building entrance. Drop off area (and main entrance to the building) should be partially covered with a cantilevered canopy and shall have additional width to accommodate ADA patient entrance door requirements.

Only when required and approved by Tenant, provide a covered patient drop-off area (portecochere) at patient entrance constructed of the same material as the building exterior. 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 fire suppression system into

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. In area subject to snow and ice, heated concrete pad at patient drop off area may be considered for patient safety – it must be required and approved by Tenant.

Porte cochere should provide a 14'-0" high vehicle clearance with recessed down lighting, and a min. 20' clear width to accommodate a 14' wide drop-off vehicle lane and additional patient entrance door clearance requirements. 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.

23. **SITE LIGHTING:** Provide site lighting for parking areas and sidewalks including parking lot pole lights at the rate of 1 per 10 parking spaces, sidewalk 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 bulbs battery backup fixture. All fixtures along the egress path shall have battery backup or other code compliant means of emergency power 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-foot candles on average measured at the walking surface, whichever is more restrictive.
24. **SIGNAGE-WAYFINDING AND IDENTIFICATION:** Provide site signage to identify the site entrance and exit, the building entry, as well as parking and delivery areas. 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 signposts.
25. **MONUMENT SIGNAGE:** Provide a concrete base for Tenant's monument sign. Provide underground electric power to the free-standing sign location near the driveway entrance with electric power for lighting. Use Tenant's signage specifications and details (to be provided approximately 6 weeks after site selection) and coordinate locations of sign base and building signage with Tenant.
26. **CLEARING, GRADING, TESTING, ETC.:** Provide clearing, grubbing, fill, blasting, grading, excavations, and other work necessary to prepare the site for development. Testing agency to provide reporting to confirm construction meeting application requirements of ASTM for soil, subgrade, trenches, asphalt and concrete construction. Site grading shall maintain ADA compliance, and 2% slope away from building.
27. **TERMITE PROTECTION:** Provide pest control service. 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.

DIVISION 3 - CONCRETE:

28. **FOUNDATION AND FLOOR SLAB:** Foundations and floor slabs must be designed by a registered Structural Engineer. Provide engineered foundations of poured in place concrete with appropriate reinforcing. All foundations and layout to confirm coordination with Tenant's under slab scope of work, building utilities design and requirements. Provide interior floor slab of 4" thick concrete with welded wire fabric over the vapor retarder (15 mil Stego wrap or equal) after all under slab sanitary piping and electrical conduit work are complete 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 (measures bumps) and levelness (measures slope), and slab must slope to drains per TI design requirements. Provide 48" diameter area that slopes ¼" per ft to drain at Tenant emergency shower drain. Furthermore, do not use, and reject any and all use of integral and/or topically-applied silicate based admixtures in all concrete mixes. The floor slab must be flat and leveled (parallel to horizon) to allow for tenant improvements without a new concrete pour. Floor flatness of 25 minimum and floor levelness of 20 minimum are required. Measurements must occur as soon as slab is cured enough to walk on, and no more than 72 hours after the slab is poured. Measure the slab with a floor profiling device, such as the Dipstick by FACE. Final slab surface finish should be smooth but not burnished. Plastic blades should be used on the burnisher in order to achieve the desired surface texture.
- Slab shall be sloped at the emergency shower floor drain at ¼" per foot with a 36" radius from the drain. Slab shall be sloped 4" in all directions from the water treatment room trench drain. Set top of drain 3/8" below finished floor level.

DIVISION 4 – MASONRY

29. **DEMISING WALLS IF MULTI-TENANT BUILDING (DIVISION 4 IF MASONRY, DIVISION 9 IF FINISHES):** Complete construction of all demising walls separating tenants and all shell demising walls including, but not limited to fire riser room and backflow preventer closet. Walls shall comply with all applicable local codes and regulations (including OSHPD in California, and NFPA Life Safety Code and Center for Medicare Services Requirements) to meet requirements of Tenant's use. All demising walls to include fire taping, detailing of top and bottom of walls, penetrations (for shell work only) and painted. Landlord to coordinate with Tenant's team for any installation of Tenant provided items within wall for scheduling and avoidance of rework. Provide duct dampers, and fire sealing at any/all SHELL building penetrations through the tenant's demising walls.

DIVISION 5 – METALS

30. **STEEL STRUCTURE:** may be used in shell. Provide additional support above the main patient entrance and staff entrance doors to allow for a building mounted canopy. Provide structural systems in compliance with all applicable Building Codes. The roof structure must be designed to support the tenant's soffit and suspended television systems within the patient treatment room. Provide structural design of the roof system to support the HVAC equipment (when applicable) on a standard roof curb as coordinated with Tenant team for location and sizing to meet load and zone requirements.
31. **CLEAR SPACE FROM FINISHED SLAB TO UNDERSIDE OF ROOF STRUCTURE (BEAMS, JOISTS, OR TRUSSES - DIVISION 3 IF CONCRETE, DIVISION 5 IF METALS):** shall be a minimum of 13ft.
32. **ROOF SLOPE:** to be code compliant and no less than 0.5":12".

33. EXTERIOR DOOR AWNINGS: The staff entrance door and the main entrance must be provided with a permanent protective waterproof awning. Metal frame and fabric awnings are prohibited. Steel frame with metal deck is preferred. 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.
34. BOLLARD PROTECTION OF METERS, EXTERNAL DOORS: Provide 6" diameter x 48" height, concrete filled steel pipe bollards painted yellow for protection of the following items where approachable by or adjacent to vehicular traffic, and / or is required by code:
 - A. Electrical Service
 - B. Gas Meter and Piping
 - C. Entry and Egress Doors
 - D. Dumpster Gate / Enclosure
35. SEISMIC UPGRADES: entire building must comply with current seismic upgrade requirements from code compliance where applicable.

DIVISION 6 – WOOD, PLASTIC & COMPOSITES

36. MISCELLANEOUS CARPENTRY: Furnish and install all wood carpentry for blocking, roof framing, parapets, etc.

DIVISION 7 – THERMAL & MOISTURE PROTECTION

37. UNDER SLAB VAPOR BARRIER: Provide concrete slab-on-grade over a Class “A” vapor retarder with a water vapor transmission rate not greater than 0.1 perms (per ASTM E-96), 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 and taped per manufacturer’s installation instructions and ASTM E-1643. Proper site preparation, slab construction and use of the vapor retarder following the guidelines established by ASTM E-1745 are required. Vertical penetrations of vapor barrier material (pipe, conduit, etc.) shall be per manufacturer’s installation instructions.
38. SLAB MOISTURE MITIGATION: If tenant’s slab vapor emission and relative humidity requirements are not met, then slab must be mitigated per attachment “A”. Further, in case of acquisition or renovation of existing building, if Landlord’s work includes new sections of slab or filling of trenches, do not use, and reject any and all use of integral and/or topically-applied silicate based admixtures in all concrete mixes. Ensure floor slab is flat and leveled. Certain States are at higher risk of slab moisture test failures (see Exhibit A1). It is recommended Landlord carries allowance to mitigate slab moisture in waiting room, treatment room and patient restrooms in these States, subject to test results. Must comply with requirements from item 28 above: “Foundation and Floor Slab”.
39. BUILDING INSULATION: Provide vapor retarders on exterior walls and under the roof as required. Installation shall comply with IBC – 2015 sec. 1405. Provide Building Insulation as follows:
 - a. Ceiling/Roof - R-30 minimum. Where additional insulation must be added to the underside of the roof structure to attain the required R value and when applicable with flame spread rating in compliance with governing codes. Tape all seams for a continuous seal. When building type allows (i.e. flat roof with metal deck) must have above deck roof insulation vs batt insulation.

- b. Exterior Walls - R-19 minimum.
 - c. Windows - All windows to be low E, double glazed insulated glass.
 - d. Doors - All exterior doors and frames to be insulated & weather stripped to prevent passage of air and day-lighting.
40. NEW ROOF: Provide and install a new roofing system that carries a 15 yr. non-prorated guarantee from a nationally recognized roofing manufacturer. Metal roofing systems may be fine, but not with exposed fasteners.
41. DOWNSPOUTS, ROOF DRAINS: Downspouts must not evacuate water onto sidewalks or within 5 feet of building structure. Discharge must be directed away from building or piped into a drain. Interior roof drain leaders are preferred in cold climates. Roofs shall be sloped to drain to perimeter gutters and down spouts, preferably on 1 side of the building only. Provide gutter and downspouts along the lowest side wall.

DIVISION 8 - DOORS AND WINDOWS:

42. EXTERIOR WINDOWS: to be low E, double glazed insulated glass of not less than 10 SF ea., in anodized aluminum self-weeping frames, and shall be provided at the rate of not less than 1 per 600 sq. ft. of building area.
- a. All windows are to be a fixed non-operable type and to have sill tray flashings with end dams.
 - b. Provide an aluminum/glass storefront system of insulated, low E glass at the main patient entrance. System shall be installed and properly flashed in place per manufacturer's installation instructions. (Kawneer VG451T series or equal)
43. EXTERIOR DOORS AND FRAMES:
- a. Main entrance door shall be an exterior 8'-0" wide sliding door with an automatic operator. Operable leaf must provide a minimum of 42" (nominal) opening. (Record USA 5100 Series). Glass must be provided separately and installed on site. The main entrance may 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 vestibule heating unit. In buildings with entry vestibule, provide matching interior vestibule door. Location, size, and electrical schematic wiring of vestibule lighting and a recessed heating unit shall be coordinated with Tenant's architect. 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.
 - b. All other 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.
 - c. Delivery Doors - pair 3'W x 7'H, Steelcraft or Curries, insulated 16-gauge metal door with 14-gauge galvanized steel frames. Delivery doors to have heavy duty thresholds and fully grouted frames.
 - d. Staff Entrance door – 3'W x 7'H, Steelcraft or Curries, insulated 16-gauge metal door with 14 gauge galvanized steel frame, or 3'-0" x 7'-0" glass/aluminum store front style door.
 - e. Dialysis Room – 4'-0" x 7'H, Steelcraft or Curries, insulated 16-gauge metal door with 14 gauge galvanized steel frame, or 3'-0" x 7'-0" glass/aluminum store front style door
 - f. All exterior doors are to be prepped to Tenant's specifications to accept electric door strikes, closers and automatic door operators.
 - g. Emergency Water Access Door: When installed in a wall, install (2) stainless steel 304 #4, 8" x 8 insulated access door, one on exterior, one on interior. Available from

www.bestaccessdoors.com or 1-800-483-0823. To be located adjacent to the door in the backflow preventer closet.

44. EXTERIOR DOOR HARDWARE: to match interior locksets and cylinders and be part of the facility master keying system. Provide temporary construction cores on all exterior locksets. See Attachment "B" for hardware set information.

DIVISION 9 - FINISHES:

45. EXTERIOR FINISHES:

- A. EXTERIOR WALLS: shall be finished with acrylic based EIFS, architectural wall panels, or other materials as required by local ordinances, and waterproofed to prevent the infiltration of moisture into the building.

a. EIFS

i. manufacturer's installation instructions must be submitted to the Tenant's Project Manager for review.

ii. Acrylic based EIFS, shall have architectural details around windows and at the roof edges

iii. All exterior systems should have designed control joints, water management control (weeps and venting) and installation per manufacturers and associated trade standards.

b. Architectural Wall Panels Manufacturers:

i. Nichiha

ii. AL 13

iii. Stonewood

c. Any other material including brick/stone veneer designs to be approved by FICS ATL Design team.

B. INTERIOR SIDE gypsum board for all exterior walls to be installed by Tenant's TI contractor.

46. INTERIOR FINISHES:

a. DEMISING WALLS IN MULTI-TENANT BUILDING: Provide and install complete demising wall system and assembly with fire rating to meet Tenant's use.

b. COMMON AREA ROOMS: Provide and install all wall systems required for common area rooms i.e. electrical, utility rooms, etc....

c. BACKFLOW PREVENTER CLOSET: Provide and install wall systems as needed.

d. VESTIBULE AND TENANT ENTRIES: Provide and install complete wall and door systems per Division 8 above (interior and exterior doors).

DIVISION 10 – SPECIALTIES

47. LANDLORD'S EXTERIOR SIGNAGE: Provide the building with street address number on or near the main entrance. Signs shall be anchored securely to building or on rust inhibitive metal signposts. When required, traffic control signs shall be provided. Landlord shall allow Tenant prorated share of individual or multi-tenant signage.

48. ACCEPTANCE OF TENANT'S EXTERIOR SIGNAGE: Landlord shall allow Tenant prorated share of exterior building, existing pylon or monument signage. Tenant shall provide exterior signage

specifications, details and location(s) approximately 6 weeks after site selection, including path for electrical rough in and blocking as described in attachment “C”, pending any zoning and jurisdictional approvals.

DIVISION 14 – CONVEYING SYSTEMS

49. ELEVATOR: Thyssenkrupp Endura MRL 4500#, front entry, 1 stage, 110 fpm or equal. Must be able to accommodate gurney.

DIVISION 15 - MECHANICAL/PLUMBING:

50. HVAC TEMPERATURE AND HUMIDITY CONTROLS: must meet Tenant’s requirements.
- a. Provide all labor, material, equipment and supervision to install HVAC units, curbs, drops, power, gas, drain, and roof repairs. Startup of equipment by factory authorized personnel.
 - b. Provide system of rooftop package HVAC units and/or split system units. Utilize design from tenant’s A&E firm, including extra load in treatment area, and meeting Tenant’s Energy Code Climate Zone Map requirements (attachment “E”). The design and installation shall meet the following criteria:
 - 1) Equipment shall be provided to deliver a minimum of three (3) zones:
 - i. Public and Administrative Areas: 1 zone
 - ii. Patient Treatment Area: 1 zone
 - iii. Supporting Area: 1 zone
 - 2) HVAC system shall have separation of air change per use space (typically 1 unit per zone; treatment floor preferred with more than one unit):
 - i. Public and Administrative Area.
 - ii. Treatment Area.
 - iii. Support Area.
 - 3) Temp Set points-Heating: 68°, *Cooling* 71°, inside to be designed using ASHRAE Climatic Conditions for area and energy code 90.1.
 - 4) Humidity Control: system should be set to achieve 50% RH max in all seasons, non-condensing. Equipment shall possess manufacturer’s integral components to achieve Tenant’s requirements for humidity control.
 - 5) Fresh Air: Provide based on ASHRAE 62.1 and 170 as well as International Mech. Code. Refer to Tenant’s outdoor air requirements matrix – see attachment “E”.
 - c. Provide and install externally insulated full size supply and return vertical trunk ductwork, connected to unit, and terminating parallel to the underside of adjacent building structure for connection to distribution ductwork (provided by Tenant). Interior lined duct is not allowed.

- d. Exterior Fresh air intake section of HVAC units must be minimum 15 or 25 feet from any exhaust vent depending upon local codes. HVAC units must be minimum 10 feet from perimeter of building roof.
 - 1) **Air Handler Units and Split System Units** must be installed level to permit proper condensate pan drainage and discharge into an associated drain. Also provide secondary pan, with independent drain line for split system with discharge meeting local code requirements. 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. It must meet local codes for a fully operational system. Immediately before shell turnover to Tenant, Landlord along with mechanical contractor and engineer are required to demonstrate the equipment is in compliance with Tenant's requirements and obtain Tenant's acceptance in writing. After completion of Tenant's build-out, Landlord is required to operate system and provide factory representative's certification HVAC is working according to performance specifications before turnover to Tenant.
 - 2) **Manufacturers:**
 - i. York International Corporation
 - ii. Carrier Corporation
 - iii. The Trane Company
 - 3) **Filters** shall be pleated, medium efficiency, (no less than MERV 8), disposable type, within a rigid frame sized to securely fit HVAC unit filter rack. Filter shall service both return air and fresh air intakes.
- e. Vestibule Wall Heater – if Tenant requires a vestibule, provide Q-Mark, LFK 204, 204V 1Ø, fan forced wall heater for cold weather locations (vestibule and riser room), with tamper resistant thermostat in a LFKS mounting frame.

51. HVAC NEW PENETRATIONS FOR EXHAUST FANS: Provide exhaust vented to outside of the following areas (must coordinate roof penetration locations with Tenant):

- a. Toilets:
 - i. 25 CFM per unit.
 - ii. Controlled via 7-days 24-hour time clock.
- b. Staff Lounge:
 - i. .30 CFM/ Sq. Ft.
 - ii. Controlled via 7-days 24-hour time clock.
- c. Soiled Utility, Janitor Closet, Medical Waste Room:
 - i. 10 air changes per hour.
 - ii. Controlled via 7-days 24-hour time clock.
- d. Gas fire hot water heater:
 - i. Combustion air duct (separate high & low roof penetrations) with weather caps at roof (intake damper to be controlled with burner) or separate roof penetrations for direct enclosed combustion supply and exhaust venting to the exterior.

- ii. Follow all manufacturer’s guidelines for combustion air and exhaust air ducting.
- iii. Concentric venting is allowed subject to local code compliance.

52. **PLUMBING SERVICE TO TENANT’S PREMISES:** For plumbing work required to bring service to Tenant’s premises, the following items are required to meet Tenant’s standards or local code, whichever is more restrictive.

- a. All services to be brought to locations within Tenant premises at mutually agreed upon location(s).
- b. Follow Utility Matrix and coordinate with Tenant for line sizes for water, sewer, gas, sprinkler riser.
- c. Water shall be PVC/CPVC piping where allowable by local code, otherwise use copper Type “L.”. Under slab water piping shall be copper Type “K,” sleeved.
- d. Sewer/soil drainage piping shall be PVC (or Cast-Iron if required by code). Hollow/Foam core PVC piping is not acceptable.
- e. Backflow preventer for incoming water must meet code.
- f. Provide cleanouts at all changes of direction in sewer drain piping and main trunk at 50' length intervals including outside the building footprint.
- g. A sewer invert no less than three (3) feet below top of slab on grade is required. Sewer invert is required to be at a depth (36" or greater) that will accommodate code compliant “fall” from an assumed floor sink, with 20" invert depth, at a location furthest away from sewer entry into the Tenant’s Premises.
- h. Use black iron piping for gas service and label it accordingly. Exterior exposed gas piping (i.e. on roof) must be painted to protect it from rusting.
- i. Any roof drain 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 the column. All roof drain systems must include secondary overflow capacity.
- j. **Plumbing Fixture Schedule: All products to be sole source through Ferguson National Sales Center (844)868-8060 or NA.projects@ferguson.com**

Fixture Number	Fixture Type	Clinic Location	Manuf/Model No.	Other Info
P-16	floor sink	treatment floor	Mifab 23-30	8" Square x 6" Deep PVC Floor Sink
P-17	floor drain, Trap Seal	mech/storage room - below emergency shower; med waste. Under slab P-traps	Zurn ZZN4152NH5MP Rector Seal – Sure Seal	Slab at emergency shower shall be sloped to drain ¼" per 12", for 36" radius
P-18	floor sink	water treatment/PSDS rooms	Plastic Oddities PFS-400H	14" x 14"

P-19	trench drain, Trap Seal	water treatment room, Under slab P-Traps	Zurn ZZ886HPD, Rector Seal – Sure Seal	Heel-Proof Ductile Slotted Grate, Slab at trench drain shall be sloped to drain ¼" per 12", for 36" on 3 sides within the water treatment room
P-25	floor cleanout		Zurn ZZN14002NH	

53. **LIFE SAFETY SYSTEMS:** For fire protection work required to bring service to Tenant’s premises, the following items are required to meet Tenant’s standards or local code, whichever is more restrictive.

a. FIRE PROTECTION:

- 1) Provide sprinkler system including service line from water main to interior of Tenant’s premises, sprinkler riser including flow and tamper valves, backflow preventer, horizontal main line, 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. Layout of shell system to be coordinated with Tenant interior wall layout to avoid conflict / rework of system to install Tenant walls to deck.
- 2) If applicable, 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 (when applicable), along building overhangs, and in any unheated attic spaces.
- 3) Sprinkler Riser: Sprinkler riser must meet requirements from Utility Matrix, and its location is to be coordinated between Tenant and Landlord.
- 4) Sprinkler system is to comply with NFPA 13 and all applicable state and local codes. Sprinkler riser to be in the riser room with Tenant having access at all times.

b. FIRE PROTECTION - PIPING

- 1) Schedule 40 black steel pipe shall be labeled and joined by approved combination of couplings, gaskets and grooves.
- 2) Plastic piping, where allowed by the Authority Having Jurisdiction, shall be Orange CPVC conforming to NFPA 13.

DIVISION 16-ELECTRICAL:

54. **ELECTRICAL POWER:** Provide according to Utility Matrix - coordinate location with Tenant.

55. **SERVICE TO TENANT'S PREMISES:** For electrical work to bring service to Tenant's premises, the following items are required to meet Tenant's standards or local code, whichever is more restrictive:
- a. Provide existing or new sub-panel, conduit and wiring for exterior lighting, site lighting, irrigation system (if one exists), signage, HVAC units and room exhaust units. 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. Provide 16 relay code compliant lighting control panel for programmable lighting control.
 - b. Electrical power to terminate inside Tenant's premises at a location approved by Tenant within a single main distribution panel dedicated solely for Tenant's use. 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.
 - c. All wiring, receptacles, fixtures, and other electrical components shall comply with the N.E.C. and all other applicable local codes and regulations.
 - d. Conductors: Branch Circuits, #12-gauge min., control wiring #14-gauge min., all conductors shall be copper. Aluminum wiring is prohibited.
56. **SITE LIGHTING (SIDEWALK, DROPOFF, EGRESS PATHWAYS, GENERAL YARD):** Provide site lighting for parking areas, sidewalks and egress (reference electrical section for specifics) including parking lot pole lights at the rate of 1 per 10 parking spaces, sidewalk illumination, drop off & delivery area illumination, and building mounted lighting. 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-foot candles on average measured at the walking surface, whichever is more restrictive.
57. **EMERGENCY LIGHTING (EGRESS EXTERIOR):** Fixtures shall be wall-mounted lighting and with emergency battery back-up. Fixtures to be located adjacent to each exit door and along walking route to the public way as defined by the authorities having jurisdiction. Finish, number of fixtures and locations to be reviewed and approved by Tenant. Fixtures to provide a min. of 1 fc along the entire route.
58. **PORTE COCHERE LIGHTING:** If a Porte Cochere is required by Tenant or by local code, provide a minimum of 10 foot-candles under entire Porte cochere at the driving and walking surface
59. **OTHER EXTERIOR LIGHTING:** Parking lot pole lighting, non-emergency sidewalk lighting, delivery area lighting, and building lighting - Lighting to meet minimum local standards or 2.0 foot candles on average measured at the walking surface, whichever is more restrictive. Fixtures to be fully shielded type. Light levels should not exceed 0.1 foot-candles at property lines and should not spill onto adjacent property.

EXTERIOR LIGHTING SCHEDULE:

FMC #	Manuf.	Model	Size	BULBS	EMER	DESCRIPTION	LOCATION
L-14	Lithonia	WST-LED P2 40K VF MVOLT PBBW		LED	YES	WALL PACK	EXTERIOR
L-15	Lithonia	TWH-LED 10C 1000 40K T3M MVOLT ELCW DDBXD		LED	YES	WALL MOUNTED EXTERIOR ENTRY	EXTERIOR ENTRY
L-16	Gotham	EVO 35/25 8 AR MWD LSS 120 GZ10	8"	1		RECESSED 8" LED	UNDER
		EVO 35/25 8 AR MWD LSS 120 GZ10 ELR	8"	1	YES	DOWN LIGHT	PORTE COCHERE

60. CONDUIT FOR LOW VOLTAGE (PHONE, CABLE OR SATELITE TV, INTERNET:) Provide 4 conduits with pull string from common utility demarks to Tenant’s phone and data wiring closet with quantity and sizes per utility matrix above. Location to be coordinated and approved by Tenant during the design phase and shown on drawings. Terminate inside building within the wiring closet or at location designated by the Tenant.
61. PHONE: Provide minimum 25 pair phone cable of size and quality acceptable to Tenant with backbone connectivity to phone demark.
62. TELEVISION SERVICE CONDUIT TO ROOF INCLUDING WATERTIGHT CAP AND ROOF PATCH: Must provide television service conduit to roof at location immediately adjacent to Tenant’s data closet, including water tight cap and roof patch.
63. ELECTRICAL ROUGH IN AND BLOCKING FOR TENANT’S EXTERIOR SIGNAGE: Coordinate with Tenant to provide and install access to i.e. soffit access panels, etc....and electrical rough in and blocking required for Tenant’s exterior signage.
64. POWER TRANSFORMER(S): If local utility company requires installation of a power transformer, coordinate installation location and pay for any charges.
65. GENERATOR (TENANT SUPPLIED, LANDLORD INSTALLED): If required by Tenant or by State regulations, Tenant will purchase from Tenant’s national vendor a generator to support entire facility electrical system. Landlord to coordinate delivery, supply and pull wires, and install according to Tenant’s electrical drawings. Landlord to coordinate start up with generator representative, and commission, including providing a full tank of fuel.
66. INSTALLATION OF AUTOMATIC TRANSFER SWITCH (“ATS”) INLINE WITH SERVICE POWER: Landlord agrees to coordinate with Tenant for mutually acceptable wiring diagram, location of conduits and devices. Work includes installation of Tenant provided ATS inline and wiring service to main distribution panel (“MDP”). **Provide all service from the utility, with main disconnect, main distribution panel per building size matrix, ATS (per below), and sub panel A in a location as coordinated with the Tenant’s approved Preliminary plan.**

Sub Panel A: In addition to the Tenant specific distribution panel, provide sub-panel, breakers, conduit and wiring for exterior lighting, site lighting, irrigation system, signage, HVAC units and room exhaust units. NEMA galvanized sheet steel casing with molded

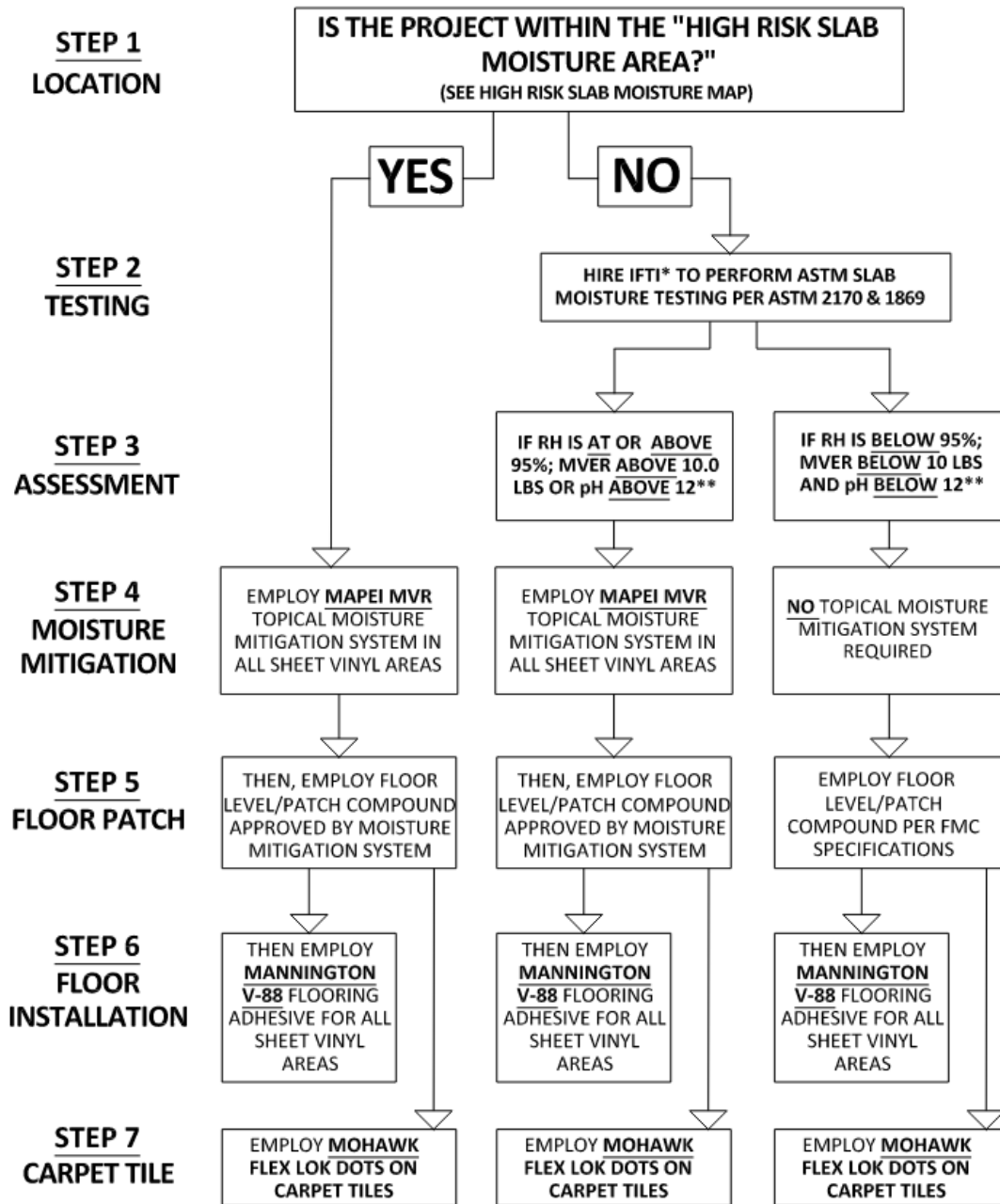
case bolt on circuit breakers with toggle type mechanism and a 20% spare capacity. Panel buss and lugs shall be copper only. Label all circuit index cards.

ATS: Provide ATS on service line ahead of the Tenant's main distribution panel. Provide max size conduits to location of potential future generator to be agreed upon by Tenant.

67. LIFE SAFETY SYSTEMS - FIRE ALARM SYSTEM IN MULTI-TENANT BUILDING, OUTSIDE TENANT'S PREMISES: All Fire Alarm System work required outside Tenant's Premises must be performed by Landlord.
68. LIFE SAFETY SYSTEMS - FIRE ALARM: Furnish and install a complete, non-proprietary fire alarm system to accommodate all Tenant's devices during tenant build out. Life safety panel to be provided by Landlord. Provide system with addressable components, and meets all applicable code requirements, including but not limited to: NFPA 70 (National Electric Code), NFPA 72 (Fire Alarm Code), NFPA 99 (Health Care Facilities Code), and NFPA 101 (Life Safety Code).

END OF EXHIBIT

ATTACHMENT “A” - Slab Moisture Mitigation Decision Tree



*INDEPENDENT FLOOR TESTING & INSPECTION, INC. (WWW.IFTI.COM)

**IF PH IS ABOVE 10.0, FLOOR SHOULD BE AUTO-SCRUBBED TO REDUCE PH LEVELS

GROUND-UP BLDG - SLAB MOISTURE DECISION TREE

SCALE: NONE

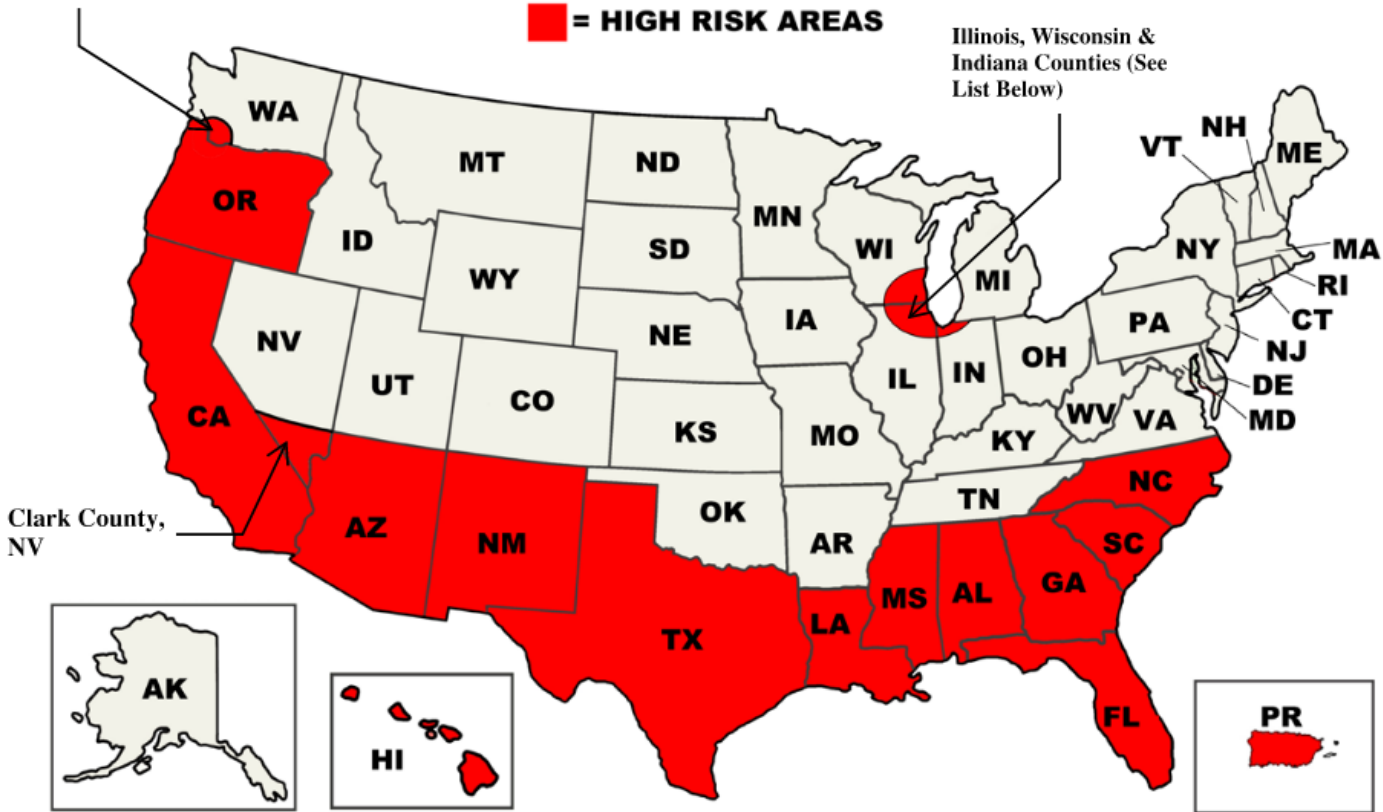
ATTACHMENT "A1" High Risk Slab Moisture Map

Washington
Counties
(See List
Below)

HIGH RISK SLAB MOISTURE MAP

■ = HIGH RISK AREAS

Illinois, Wisconsin &
Indiana Counties (See
List Below)



<p>Illinois Counties</p> <ul style="list-style-type: none"> • Cook • Lake • McHenry • DuPage • Will • Kane • Kendall 	<p>Wisconsin Counties:</p> <ul style="list-style-type: none"> • Kenosha • Racine • Milwaukee • Waukesha
<p>Indiana Counties:</p> <ul style="list-style-type: none"> • Lake • Porter • LaPorte 	<p>Washington State Counties:</p> <ul style="list-style-type: none"> • Clark • Cowlitz

ATTACHMENT “B” – Exterior Door Hardware

HW SET 2: OUTER VESTIBULE, ALUMINUM AUTOMATIC SLIDING DOOR- PATIENT ENTRANCE

1	EA	CYLINDER HOUSING	80-103 X 626	SCH
1	EA	CYLINDER CORE	80-036 X 626 X B123 KEYWAY	SCH
1	EA	CONSTRUCTION CORE	80-035 X GRN	SCH
1	EA	MBTUTTHUMBTURN AND	BY MANUFACTURER	REC

BALANCE OF HARDWARE (CODE
COMPLIANT)

ALL WIRING AND CONNECTIONS BY DIVISION 16.

OPERATIONAL DESCRIPTION:

IMMEDIATE EGRESS ALWAYS ALLOWED. DOOR REMAINS UNLOCKED DURING BUSINESS HOURS. AUTOMATIC OPERATION FOR ACCESS OR EGRESS BY MOTION SENSOR IN HEADER ON BOTH SIDES WHICH SIGNALS DOORS TO AUTOMATICALLY OPEN.

A. POWER ON, FIRE ALARM QUIET:

- AUTOMATIC SLIDING DOORS ARE SECURE/UNSECURED VIA TOUCH PAD LOCATED ON THE INTERIOR SIDE OF THE DOOR FRAME.

B. POWER OUT, FIRE ALARM QUIET:

- AUTOMATIC SLIDING DOORS ARE INOPERABLE DUE TO LOSS OF POWER. EMERGENCY PANIC HARDWARE (PART OF DOOR PACKAGE).

C. POWER ON, FIRE ALARM ACTIVE

- FIRE ALARM DE-ENERGIZES AUTOMATIC SLIDING DOORS. AUTOMATIC SLIDING DOORS ARE INOPERABLE DUE TO LOSS OF POWER. EMERGENCY PANIC HARDWARE (PART OF DOOR PACKAGE) WILL ALLOW EGRESS FROM WAITING ROOM BUT NOT GAIN ENTRY FROM OUTSIDE WITHOUT KEY.

HW SET 7: SECURE ENTRANCE - ALUM SGLE WITH ACCESS CONTROL PANIC DEVICE – STAFF ENTRANCE

3	EA	HINGES	B1191 4-1/2 X 4-1/2 NRP	IVE
1	EA	ELECTRONIC TRIM	CO-100-993R-70-KP RHO 4B BD	SCH
1	EA	PERMANENT CORE	80-036 B123 KEYWAY	SCH
1	EA	CONSTRUCTION CORE	80-035	SCH
1	EA	PANIC DEVICE	24-R-EO	FAL
1	EA	SURFACE CLOSER	SC81 RW/PA X 689	FAL
1	EA	CLOSER MOUNTING PLATE	SC80 18-PA	FAL
1	EA	OVERHEAD STOP	CONCEALED HEAVY DUTY 100S SERIES	GLY
1	SET	SEALS	BY ALUMINUM DOOR SUPPLIER.	
1	EA	DOOR SWEEP	BY ALUMINUM DOOR SUPPLIER	PEM
1	EA	THRESHOLD	BY ALUMINUM DOOR SUPPLIER	PEM

HW SET 18: SECURE ENTRANCE - HOLLOW METAL SGLE WITH ACCESS CONTROL PANIC DEVICE – STAFF ENTRANCE

3	EA	HINGES	B1191 4-1/2 X 4-1/2 NRP	IVE
1	EA	ELEC TRIM	CO-100-993R-70-KP-RHO	SCH
1	EA	PANIC DEVICE	25-R-EO SERIES	FAL
1	EA	SURFACE CLOSER	SC71 SS	FAL
1	EA	LOCK GUARD	LG11	IVE
1	EA	PERMANENT CORE	80-036 B123 KEYWAY	SCH
1	EA	CONSTRUCTION CORE	80-035	SCH
1	SET	SEALS	290AV	PEM
1	EA	DOOR SWEEP	368 DN	PEM
1	EA	THRESHOLD	2001 AT	PEM

HW SET 18EX: SECURE EXTERIOR DOOR - HOLLOW METAL SGLE – **SPRINKLER RISER CLOSET, OTHER UTILITY ROOMS**

3	EA	HINGES	B1191 4-1/2 X 4-1/2 NRP	IVE
1	EA	LOCKSET	B581BD D X 626	FAL
1	EA	PERMANENT CORE	80-036 B123 KEYWAY	SCH
1	EA	CONSTRUCTION CORE	80-035	SCH
1	EA	SURFACE CLOSER	SC71 SS	FAL
1	SET	SEALS	303AS	PEM
1	EA	DRIP CAP	346C	PEM
1	EA	THRESHOLD	2005AT	PEM

HW SET 19: EMERGENCY EXIT/EGRESS DOOR - HOLLOW METAL SGLE WITH RIM PANIC HARDWARE – **EMERGENCY EXIT OFF TREATMENT ROOM**

3	EA	HINGES	B1191 4-1/2 X 4-1/2 NRP	IVE
1	EA	PANIC HARDWARE	25-R-L-NL x 510L-NL DANE X US26D	FAL
1	EA	CYLINDER HOUSING	80-129 X 626	SCH
1	EA	CONSTRUCTION CORE	80-035 X GRN	SCH
1	EA	CYLINDER CORE	80-036 X 626 X B123 KEYWAY	SCH
1	EA	LOCK GUARD	LG11	IVE
1	EA	SURFACE CLOSER	SC81 RW/PA	FAL
1	SET	SEALS	290AV	PEM
1	EA	DOOR SWEEP	368DN	PEM
1	EA	THRESHOLD	273 X 3DFG	PEM

HW SET 20: SECURE ENTRANCE - HOLLOW METAL PR WITH PANIC DEVICE NIGHT LATCH FUNCTION X FLUSH BOLT – **DELIVERY DOORS**

6	EA	HINGES	5BB1-4-1/2 X 4-1/2 NRP	IVE
2	EA	AUTO FLUSH BOLT	FB31B	IVE
1	EA	DUST PROOF STRIKE	DP1	IVE
1	EA	PANIC DEVICE	9875EO	VON
1	EA	LOCK GUARD	LG12	IVE
2	EA	CLOSER (HOLD OPEN)	SC71 HO/DS	FAL
1	EA	ELEC TRIM	CO-100-993M-70-KP-RHO	SCH
2	EA	ARMOR PLATE	8400 30" X 1" LDW	IVE
1	SET	SEALS	290AV	PEM
2	EA	DOOR SWEEP	368DN	PEM
1	EA	THRESHOLD	1715	PEM
1	SET	DOOR COORDINATOR	COR	IVE
1	SET	COOR. MOUNTING BRACKET	MB1 SP28	IVE
2	EA	ASTRAGAL	18041CNB	PEM

ABBREVIATION	MANUFACTURER
IVE	IVES
FAL	FALCON
SCH	SCHLAGE
PEM	PEMKO
GLY	GLYNN-JOHNSON

ATTACHMENT “C” – Tenant’s Exterior Signage

Date: ___ / ___ / _____

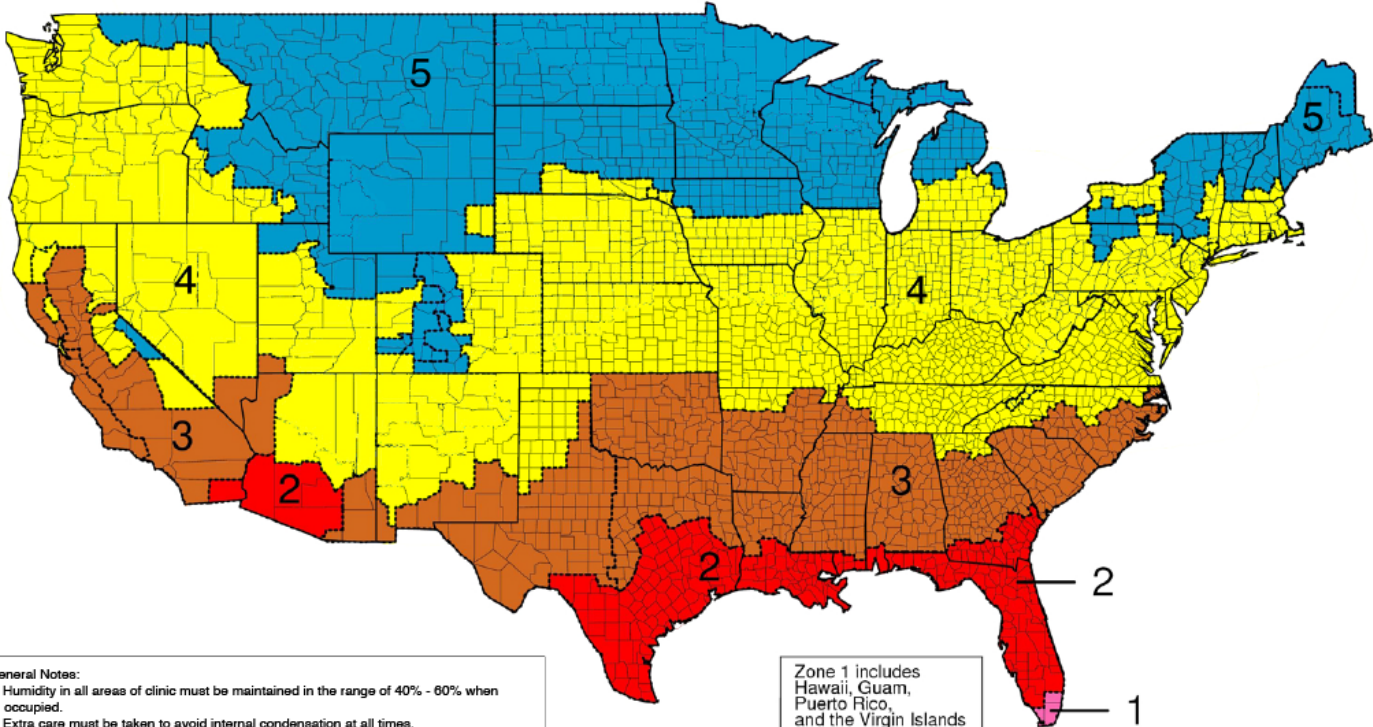
Signage type (circle one): acrylic, channel, illuminated.

Signage to be provided and installed by: _____

Signage design, size and location to be provided by Tenant approximately six weeks from site selection
(see drawing below):

ATTACHMENT “D” – Energy Code Climate Zones

Energy Code Climate Zones



General Notes:
 1. Humidity in all areas of clinic must be maintained in the range of 40% - 60% when occupied.
 2. Extra care must be taken to avoid internal condensation at all times.
 3. In particularly arid (and some northern) climates, it may be necessary to inject moisture into the system to maintain desired conditions.
 4. Local energy codes may differ and take precedence over this map and chart.

Zone 1 includes Hawaii, Guam, Puerto Rico, and the Virgin Islands

All of Alaska in Zone 5

Zones = Tons/1000 SQ. FT.

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
4.00+	3.50 - 4.00	3.00 - 3.50	2.25 - 3.00	1.75 - 2.25

ATTACHMENT “E” – Minimum Outdoor Air Requirements

FMC Design Standard Space Minimum Outdoor Air Requirements Per ICC and ASHRAE 62.1 & 170

Minimum Outdoor Air Requirements						Minimum Exhaust Air Requirements	
Area	People Per 100 SqFt	Minimum CFM/Person	Minimum OA ACH	Minimum Total ACH	Minimum CFM/SqFt	CFM/SqFt or Unit	Notes
Chief Tech Office	1	5	-	-	0.06	-	
Clinic Manager's Office	1	5	-	-	0.06	-	
Coats/Wheelchairs	1	5	-	-	0.06	-	
Conference	5	5	-	-	0.06	-	
Dietitian	1	5	-	-	0.06	-	
Doctor Exam Room	1	-	2	6	-	-	
Janitors's Closet	-	-	-	10	-	100%	1
Mechanical/Storage	1	5	-	-	0.06	-	
Medical Records Storage	-	-	-	-	0.06	-	
Medical Waste	-	-	2	10	-	100%	1
Multi-Purpose Office	1	5	-	-	0.06	-	
Patient Toilet Room	-	-	-	10	-	100%	1
Receptionist	1	5	-	-	0.06	-	
Social Worker	1	5	-	-	0.06	-	
Soiled Utility	-	-	-	10	-	100%	1
Staff Locker Alcove	-	-	-	-	0.06	-	
Staff Lounge	5	5	-	-	0.12	.30 CFM/SqFt	1
Staff Toilet Room	-	-	-	-	-	25 CFM/Unit	1
Tech Repair Area	1	10	-	-	0.12	-	
Treatment Floor	-	-	2	6	-	-	
Vestibule	-	-	-	-	-	-	
Visitor Toilet Room	-	-	-	-	-	25 CFM/Unit	1
Waiting Room	3	5	-	-	0.06	-	
Water Treatment/SDS	1	10	-	-	0.12	-	
Wiring Closet	-	-	-	-	-	-	
Corridors (25% of Functional Areas)	-	-	-	-	0.06	-	

Other Areas (That May Be Provided Upon Special Request)

Changing Room	-	-	2	6	-	-	
Clean Utility	-	-	2	4	-	-	
Exam Room	-	-	2	6	-	-	
General Office Types	1	5	-	-	0.06	-	2
HH/CAPD Training Room	-	-	2	6	-	-	
Separation Room	-	-	2	6	-	-	
Vending	-	-	-	-	0.06	-	
Corridors (25% of Other Areas)	-	-	-	-	0.06	-	

Notes

1. All Air To Be Exhausted Directly To The Outdoors
2. Doctor's Office, Admin's Office, etc. Offices that are NOT a part of the treatment area.

EXHIBIT B-1

ESTIMATED CONSTRUCTION FORECAST SCHEDULE

NO.	ACTIVITY	START DATE	END DATE	ACTIVITY	START DATE	END DATE
1	PROJECT AWARD DATE	1 day	Tue 10/26/21	PROJECT AWARD DATE	1 day	Tue 10/26/21
2	57% DESIGN	1.25 days	Mon 11/8/21	57% DESIGN	1.25 days	Mon 11/8/21
3	Letter of Intent	22 days	Mon 11/8/21	Letter of Intent	22 days	Mon 11/8/21
4	PCU to Submit LOI to Seller	1 day	Mon 11/8/21	PCU to Submit LOI to Seller	1 day	Mon 11/8/21
5	Seller Review of LOI	25 days	Mon 11/8/21	Seller Review of LOI	25 days	Mon 11/8/21
6	LOI Executed	1 day	Mon 11/29/21	LOI Executed	1 day	Mon 11/29/21
7	PCU to Submit Phase 1A to PSC	1 day	Mon 11/29/21	PCU to Submit Phase 1A to PSC	1 day	Mon 11/29/21
8	PSA Negotiations	59 days	Wed 12/1/21	PSA Negotiations	59 days	Wed 12/1/21
9	PSA Executed	1 day	Thu 12/01/21	PSA Executed	1 day	Thu 12/01/21
10	LAND CONTRACT	362 days	Mon 3/14/22	LAND CONTRACT	362 days	Mon 3/14/22
11	PSA Creative Date	1 day	Mon 3/14/22	PSA Creative Date	1 day	Mon 3/14/22
12	Due Diligence / Feasibility Period	361 days	Thu 3/17/22	Due Diligence / Feasibility Period	361 days	Thu 3/17/22
13	Disclosure Date	77 days	Tue 3/15/22	Disclosure Date	77 days	Tue 3/15/22
14	TRB & Survey Review Period	8 days	Tue 3/15/22	TRB & Survey Review Period	8 days	Tue 3/15/22
15	Development Approval Period	260 days	Mon 6/13/22	Development Approval Period	260 days	Mon 6/13/22
16	Schedule Limit Closing Date	31 days	Wed 2/8/23	Schedule Limit Closing Date	31 days	Wed 2/8/23
17	DEVELOPMENT/CONTRACT	1.25 days	Wed 2/15/23	DEVELOPMENT/CONTRACT	1.25 days	Wed 2/15/23
18	Indemnity Agreements	1 day	Wed 2/15/23	Indemnity Agreements	1 day	Wed 2/15/23
19	PCU to Submit Phase 1A to PSC	1 day	Wed 2/15/23	PCU to Submit Phase 1A to PSC	1 day	Wed 2/15/23
20	PSC Review of Phase 1A	14 days	Mon 2/27/23	PSC Review of Phase 1A	14 days	Mon 2/27/23
21	Phase 1 Indemnity Agreement Approved	1 day	Mon 2/27/23	Phase 1 Indemnity Agreement Approved	1 day	Mon 2/27/23
22	TRB/Survey Review	30 days	Tue 3/13/23	TRB/Survey Review	30 days	Tue 3/13/23
23	Phase 1 Environmental	30 days	Tue 3/13/23	Phase 1 Environmental	30 days	Tue 3/13/23
24	Zoning Report	30 days	Tue 3/13/23	Zoning Report	30 days	Tue 3/13/23
25	Geotechnical Investigation	30 days	Tue 3/13/23	Geotechnical Investigation	30 days	Tue 3/13/23
26	PCU to Submit Phase 2A to PSC	1 day	Thu 3/22/23	PCU to Submit Phase 2A to PSC	1 day	Thu 3/22/23
27	PSC Review of Phase 2A	19 days	Wed 3/29/23	PSC Review of Phase 2A	19 days	Wed 3/29/23
28	Phase 2 Indemnity Agreement Approved	1 day	Wed 3/29/23	Phase 2 Indemnity Agreement Approved	1 day	Wed 3/29/23
29	LEASE & TRAFFIC UTILIZATION	401 days	Wed 4/26/23	LEASE & TRAFFIC UTILIZATION	401 days	Wed 4/26/23
30	Request Lease Draft	37 days	Tue 3/14/23	Request Lease Draft	37 days	Tue 3/14/23
31	PCU to Submit Lease and Final Budget to PSC	35 days	Thu 3/15/23	PCU to Submit Lease and Final Budget to PSC	35 days	Thu 3/15/23
32	Lease Negotiation	1 day	Wed 4/19/23	Lease Negotiation	1 day	Wed 4/19/23
33	Site Plan Approval	60 days	Tue 3/13/23	Site Plan Approval	60 days	Tue 3/13/23
34	Submit Site / Floor Plan for Review, Approval	30 days	Thu 4/12/23	Submit Site / Floor Plan for Review, Approval	30 days	Thu 4/12/23
35	ME-1	31 days	Mon 6/13/22	ME-1	31 days	Mon 6/13/22
36	Request ME-1 from Vendor	0.5 days	Mon 5/11/22	Request ME-1 from Vendor	0.5 days	Mon 5/11/22
37	ME-1 Design Complete	32 days	Mon 5/17/22	ME-1 Design Complete	32 days	Mon 5/17/22
38	PRINTING AND BIDDING	341 days	Mon 7/25/22	PRINTING AND BIDDING	341 days	Mon 7/25/22
39	Construction Documents	180 days	Mon 7/25/22	Construction Documents	180 days	Mon 7/25/22
40	Architectural Design	180 days	Mon 8/1/22	Architectural Design	180 days	Mon 8/1/22
41	Call Ranges	154 days	Mon 8/1/22	Call Ranges	154 days	Mon 8/1/22
42	City Review	1 day	Mon 11/29/21	City Review	1 day	Mon 11/29/21
43	Submit CD Package to City	1 day	Mon 11/29/21	Submit CD Package to City	1 day	Mon 11/29/21
44	City Review	59 days	Mon 12/27/21	City Review	59 days	Mon 12/27/21
45	Final Review	1 day	Mon 12/27/21	Final Review	1 day	Mon 12/27/21
46	General Contract Bidding	42 days	Mon 12/27/21	General Contract Bidding	42 days	Mon 12/27/21
47	CD and PSC's of GC's	25 days	Mon 12/27/21	CD and PSC's of GC's	25 days	Mon 12/27/21
48	GC Bidding	7 days	Mon 12/27/21	GC Bidding	7 days	Mon 12/27/21
49	GC Proposal Review	8 days	Mon 12/27/21	GC Proposal Review	8 days	Mon 12/27/21
50	GC Selection	210 days	Mon 11/28/21	GC Selection	210 days	Mon 11/28/21
51	CONSTRUCTION	50 days	Mon 11/28/21	CONSTRUCTION	50 days	Mon 11/28/21
52	Site Work	130 days	Mon 11/28/21	Site Work	130 days	Mon 11/28/21
53	Site Build	121 days	Mon 11/28/21	Site Build	121 days	Mon 11/28/21

Presenite's Kidney Care - Cowitz Co. - Project Development Schedule

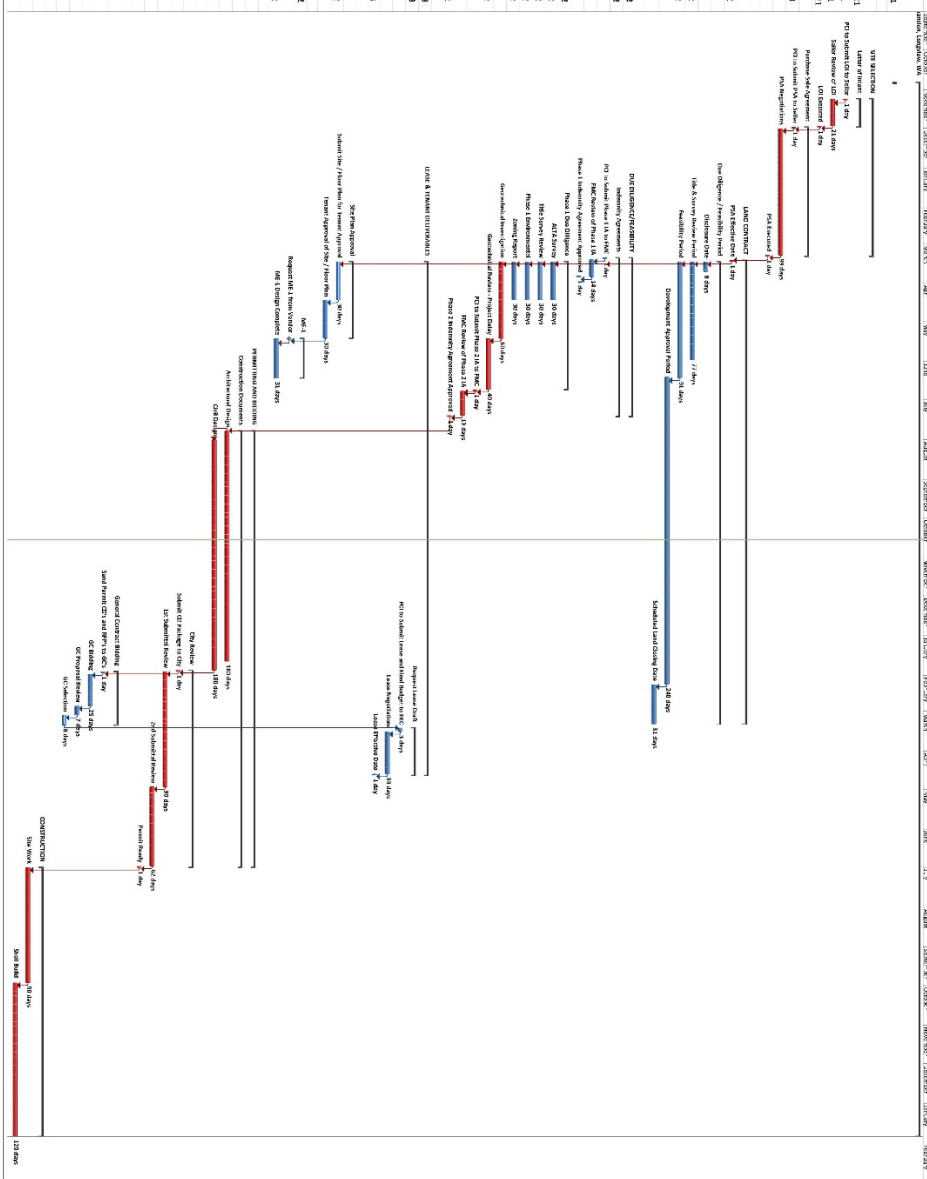
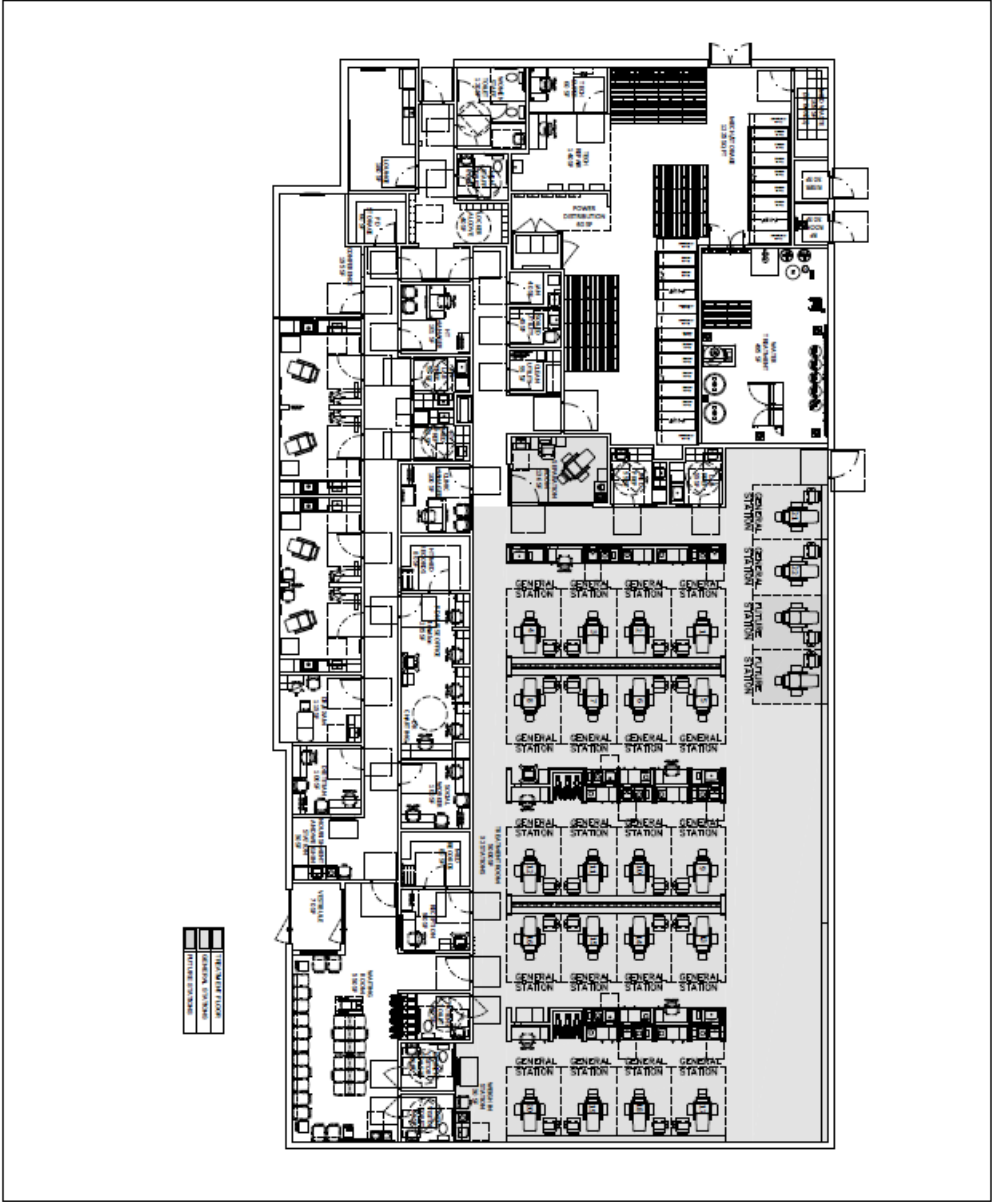


EXHIBIT B-2

SITE PLAN

EXHIBIT B-3
FLOOR PLAN



CON FLOOR PLAN FOR:
COWLITZ COUNTY, WA

PROJECT # 100915-2-RL-W-BO-2022

ADDRESS: 2314 38th Avenue
 Longview WA 98632

DRAWN BY: SSM
 NET SQUARE FOOTAGE: 12,250 SF
 GROSS SQUARE FOOTAGE: 12,425 SF
 TREATMENT SQUARE FOOTAGE: 5,000 SF
 SCALE: NOT TO SCALE



**FRESENIUS
 MEDICAL CARE**

EXHIBIT B-4

CONSTRUCTION DRAWINGS SCHEDULE

(TO BE ADDED BY LANDLORD WHEN COMPLETE)

EXHIBIT C

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is made as of this ____ day of _____, 202__ between Longview Renal Construction LLC (“Landlord”) and Fresenius Kidney Care Longview, LLC (“Tenant”).

WHEREAS, the parties entered into a lease dated _____, 202__, (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.
2. The Delivery Date is _____, 202__. The Commencement Date of the Lease is _____, 202__. The Expiration Date of this Lease is _____, 202__.
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:

TENANT:

Longview Renal Construction LLC

Fresenius Kidney Care Longview, LLC

Name:
Title:

Name:
Title:

EXHIBIT D

CONDITIONS, COVENANTS & RESTRICTIONS AFFECTING TITLE

NONE

EXHIBIT E

GUARANTY OF LEASE

FRESENIUS MEDICAL CARE HOLDINGS, INC. ("FMCH"), a New York corporation with principal offices located at 920 Winter Street, Waltham, Massachusetts 02451, Attn: Legal Dept., does hereby guarantee the payment and performance of its affiliate, Fresenius Kidney Care Longview, LLC ("Tenant"), a Delaware limited liability company, under a lease between Tenant and Longview Renal Construction LLC ("Landlord"), dated _____, 202_ (the "Lease"), and attached hereto.

In the event of any failure on the part of Tenant to pay (after demand therefor) any amount due to Landlord pursuant to the Lease as amended including, but not limited to, payments of base rent, additional rent or other charges, or in the event that Tenant shall fail to perform (after demand therefor) a material obligation of the tenant under the Lease, then Landlord may look to FMCH for payment of any amount due or for the performance of any obligation of Tenant under the Lease as amended.

IN WITNESS WHEREOF FMCH has caused its duly authorized officer to execute this Guaranty of Lease as of this ___ day of _____, 202_.

FRESENIUS MEDICAL CARE HOLDINGS, INC.

By: _____

Print Name: _____

Title: _____

Dated: _____

EXHIBIT F

W-9 FORM

<b style="font-size: 24pt;">W-9 Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b style="font-size: 18pt;">Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	--

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Longview Renal Construction, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <input type="text"/></p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <input type="text"/></p> <p>Exemption from FATCA reporting code (if any) <input type="text"/></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>12655 N. Central Expressway, Suite 200</p> <p>6 City, state, and ZIP code</p> <p>Dallas, TX 75243</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> </td> <td style="text-align: center;"> Or </td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </td> <td></td> </tr> </table>	Social security number		<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	Or	Employer identification number		<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Social security number									
<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	Or								
Employer identification number									
<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>									

<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>

Sign Here	Signature of U.S. person ▶ <input style="width: 100%;" type="text"/>	Date ▶ <input style="width: 100%;" type="text"/>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

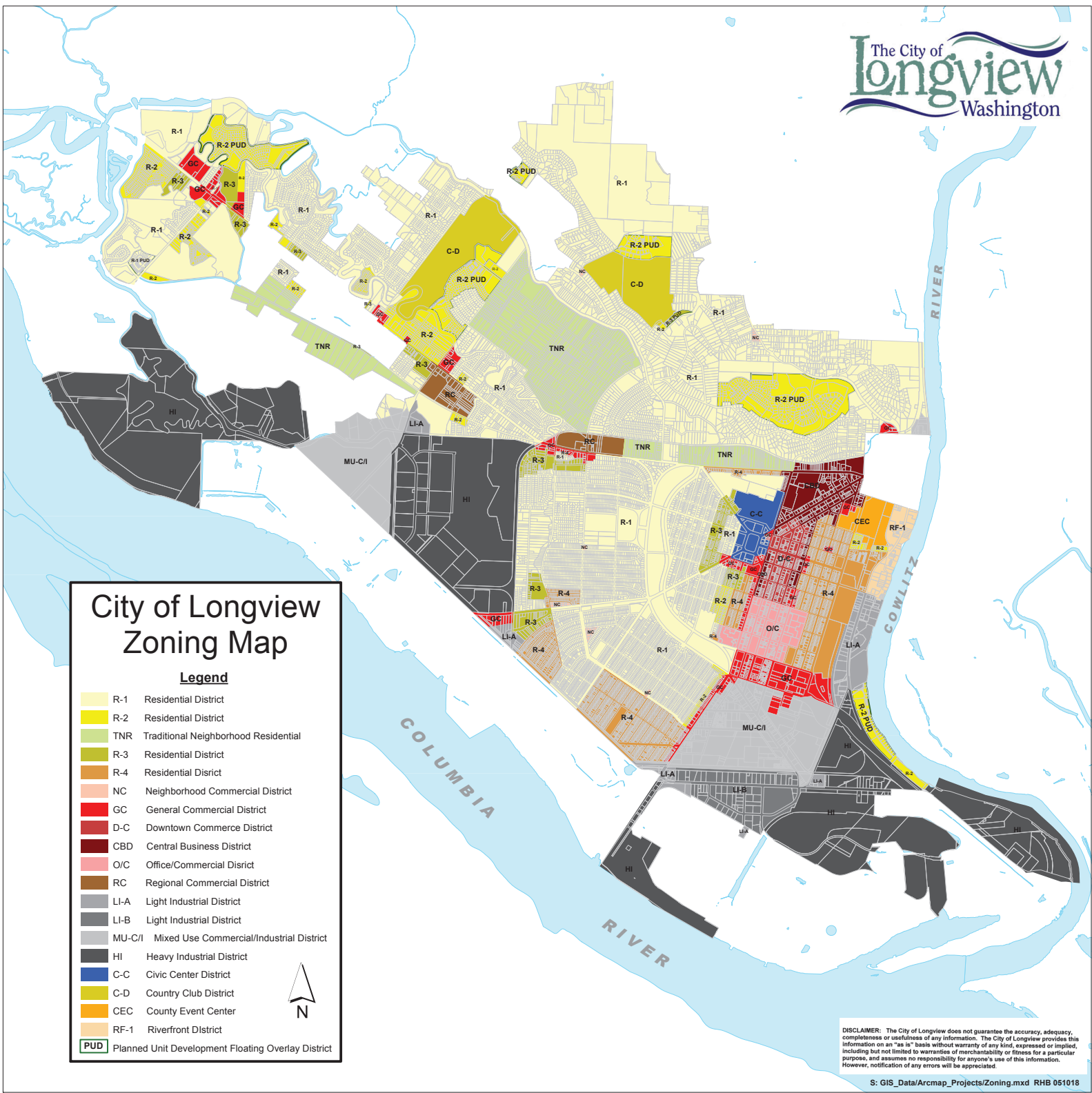
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit 16A.
Zoning Map



City of Longview Zoning Map

Legend

- R-1 Residential District
- R-2 Residential District
- TNR Traditional Neighborhood Residential
- R-3 Residential District
- R-4 Residential District
- NC Neighborhood Commercial District
- GC General Commercial District
- D-C Downtown Commerce District
- CBD Central Business District
- O/C Office/Commercial District
- RC Regional Commercial District
- LI-A Light Industrial District
- LI-B Light Industrial District
- MU-C/I Mixed Use Commercial/Industrial District
- HI Heavy Industrial District
- C-C Civic Center District
- C-D Country Club District
- CEC County Event Center
- RF-1 Riverfront District
- PUD Planned Unit Development Floating Overlay District



DISCLAIMER: The City of Longview does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City of Longview provides this information on an "as is" basis without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of this information. However, notification of any errors will be appreciated.

S: GIS_Data/Arcmap_Projects/Zoning.mxd RHB 051018

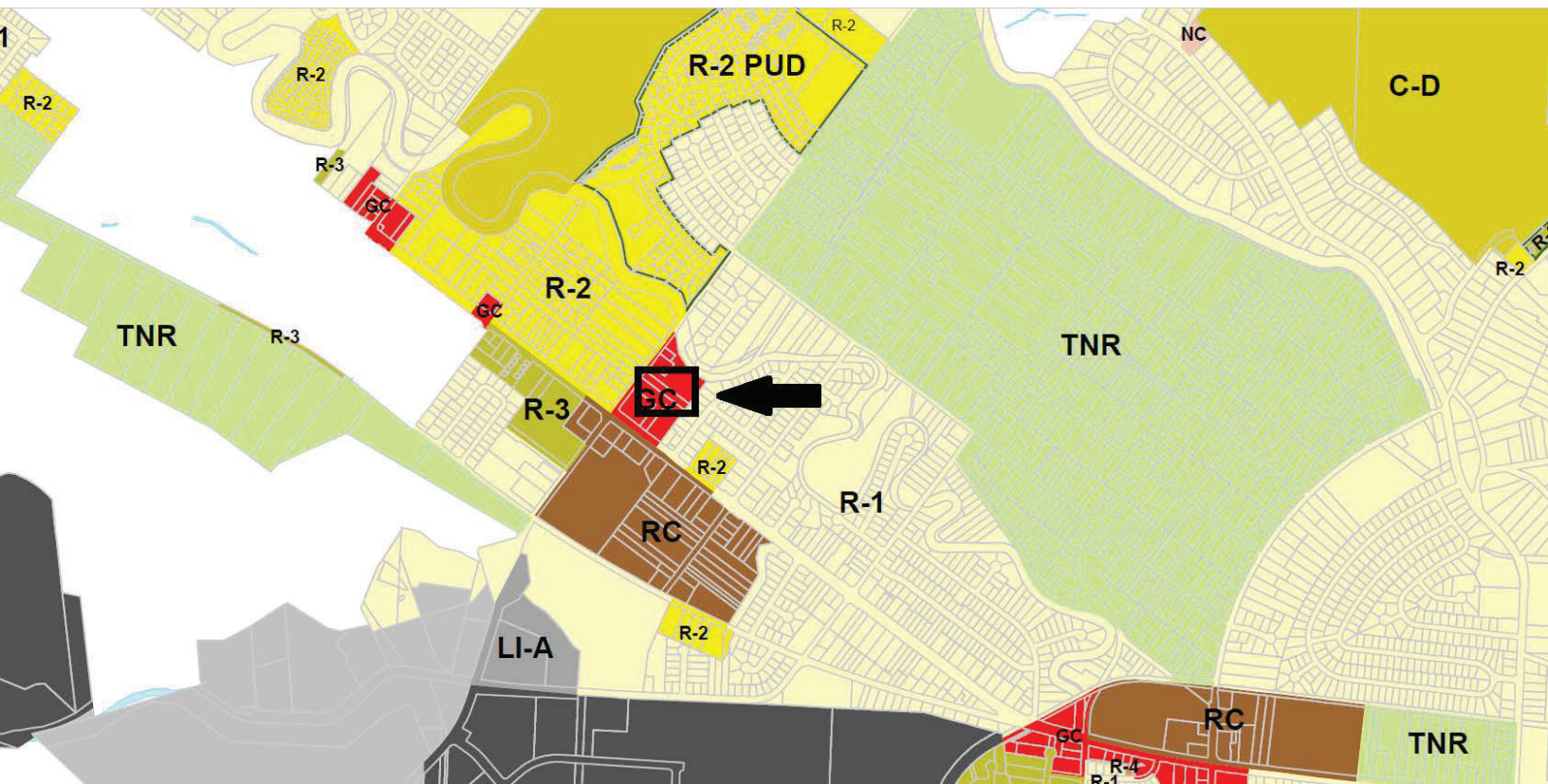


Exhibit 16B.
Zoning Use Table

Chapter 19.44 COMMERCIAL ZONING DISTRICTS

Sections:

- 19.44.010 Purpose.**
- 19.44.020 Uses.**
- 19.44.030 Downtown commerce district – Special property use.**
- 19.44.040 Neighborhood commercial district – Uses permitted.**
- 19.44.050 Regional commercial district – Uses permitted.**
- 19.44.060 Regional commercial district – Expansion of existing uses.**
- 19.44.070 Dimensional standards.**
- 19.44.080 Regional commercial district – Additional dimensional standards.**
- 19.44.090 General provisions.**
- 19.44.100 Recreational marijuana retail outlet.**
- 19.44.110 Emergency shelters and emergency housing.**

19.44.010 Purpose.

This chapter accommodates a range of commercial land uses in the community in five commercial districts and one mixed use district. All of these districts are intended to provide for land use compatibility while providing a high-quality environment for customers, businesses and employees.

The central business (CBD) district is the commercial area which is, shall be maintained, promoted as, and redeveloped as a major retail, service, financial, professional, and cultural center if not also the regional retail trade center for the Longview-Kelso urban area and vicinity. This area shall be developed and redeveloped with a dense, highly intensive land use pattern focusing on high-quality, urban style of development and architecture.

The downtown commerce (D-C) district is a part of the overall central business district identified in the comprehensive plan. The D-C district has the same purpose as the CBD zoning district but is designed to reflect its unique historical heritage. Pedestrian, bicycle, and transit access is emphasized to ensure that this area is walkable. Active storefronts are vital to maintaining a walkable ambiance for the downtown area.

The regional commercial (RC) district is characterized by development that typically contains a mixture of high intensity uses including regional shopping, offices, professional services, and entertainment facilities.

The overall intent of the office/commercial (O/C) district is to accommodate commercial and personal service establishments of a citywide or regional nature.

The general commercial (GC) district is intended to provide activity centers that serve the day-to-day needs of the community as well as the surrounding neighborhoods and residential areas but that are less intense than regional commercial areas.

The neighborhood commercial (NC) district purpose is to accommodate relatively small, compact areas located throughout the city that provide goods and services for the immediate neighborhood. These areas provide goods and services sought routinely and regularly, generally more on the basis of convenient location than price.

This chapter guides the orderly development of commercial areas based on the following objectives:

- (1) Provide for efficient use of land and public services;
- (2) Create a mixture of land uses that encourages employment and housing options in close proximity to one another;

- (3) Provide formal and informal community gathering places and opportunities for socialization (e.g., active street fronts in the downtown district);
- (4) Encourage new developments to support multiple modes of transportation such as public transit, pedestrians, and bicyclists;
- (5) Accommodate a range of allowable business and commercial uses in appropriate locations at the neighborhood, community, and regional levels;
- (6) Ensure land use compatibility among business, commerce and residences in terms of permitted uses, building height, bulk, scale;
- (7) Provide attractive locations for business to locate; and
- (8) To protect commercial areas from harmful encroachment by incompatible uses and to ensure no land shall be usurped by inappropriate uses. (Ord. 3450 § 7, 2021; Ord. 3202 § 14, 2012).

19.44.020 Uses.

Table 19.44.020-1 includes uses that are permitted (“P”) or allowed through a special property use permit (“SPU”). If a field is blank, or the use is not listed, the use is not allowed in that particular zone.

Table 19.44.020-1. Permitted uses in commercial zones.

Use						
Retail Sales and Service	D-C	CBD	RC¹	NC²	GC	O/C
Sales oriented: stores selling, leasing, or renting consumer, home and business goods	P	P	P	P	P	P ¹⁰

Use						
Personal service oriented: financial, insurance, real estate, professional outlets and offices, and beauty/barber shops	P	P	P	P	P	P
Health care providers ³	P	P	P	P	P	P
Repair oriented: repair of TVs, bicycles, clocks, watches, shoes, guns, appliances and office equipment; photo or laundry drop-off; quick printing; tailor; locksmith; and upholsterer	P	P		P	P	P
Stand-alone liquor store		P ⁸	P		P	
Recreational marijuana retail outlets per LMC 19.44.100		P	P		P	P
Eating and Drinking Establishments	D-C	CBD	RC¹	NC²	GC	O/C
Restaurant	P	P	P	P	P	P
Restaurant, with incidental consumption of alcoholic beverages	P	P ⁸	P	SPU	P	P
Bars, taverns, and nightclubs	P	P ⁸	P		P	
Restaurant, with drive-through facility	P	P	P		P	P
Restaurant, with seating in the public right-of-way	P	P		P	P	P
Walk-up food establishment with no indoor seating	P	P		SPU	P	SPU
Brewpub	P	P	P ⁹		P	P

Use						
Lodging, temporary stay	D-C	CBD	RC¹	NC²	GC	O/C
Hotels, motels and lodges	P	P			P	P
Recreational vehicle (RV) parks per Chapters 19.65 and 19.90 LMC					P	
Bed and breakfast inns	P ⁴			P		
Vehicle sales, renting, service, and storage	D-C	CBD	RC¹	NC²	GC	O/C
Vehicle repair and service of consumer motor vehicles, including motorcycles, all-terrain vehicles and light and medium trucks		P			P	P
Automobile, light and medium truck dealers		P			P	P ¹⁰
Bus, heavy truck, RV, travel trailer or other large vehicle dealers						
Bicycle, motorcycle, all-terrain vehicle dealers	P ⁵	P	P		P	
Boat or marine craft dealer					P	P
Vehicle storage, outdoor					P	
Vehicle washing					P	P
Vehicle renting and leasing		P			P	P
Vehicle fueling station		P	P ¹¹	P ¹²	P	P ¹⁰
Amusement/Cultural	D-C	CBD	RC¹	NC²	GC	O/C

Use						
Indoor continuous entertainment activities such as bowling alleys, skating rinks, game arcades and pool halls	P	P	P		P	
Outdoor continuous entertainment activities such as miniature golf and skateboard facilities	P				P	
Theaters, indoor	P	P	P		P	
Drive-in theaters, stadiums and arenas					P	
Museums, botanical and zoological gardens, public plazas, performing and cultural arts studios	P	P			P	
Athletic, health and racket clubs	P	P	P	P	P	P
Circuses, carnivals, or amusement rides		SPU			SPU	
Membership clubs such as fraternal organizations	P ^{6, 14}	P			P	
Gambling casinos, card rooms, bingo parlors, pari-mutuel betting parlors, and video arcades		SPU ⁸				
Residential	D-C	CBD	RC¹	NC²	GC	O/C
Residential dwellings above the first story of commercial buildings	P	P		P	P	P
Mixed-use multifamily residential/commercial developments per LMC 19.46.015	P ¹⁴				P	

Use						
Congregate care, assisted living and continuing care facilities and nursing homes for elderly individuals; including accessory services to the above uses					SPU	SPU
Existing residences without any increase in density			P			
Permanent supportive housing	P	P	P	P	P	P
Transitional housing	P	P	P	P	P	P
Emergency shelters per LMC 19.44.110	P	P			P	P
Emergency housing per LMC 19.44.110	P	P			P	P
Residential care facilities per Chapter 19.17 LMC	P	P	P	P	P	P
Education	D-C	CBD	RC¹	NC²	GC	O/C
Schools that meet state requirements for elementary, secondary or higher education, public or private	SPU					
Vocational or technical institutions and colleges	SPU	P			P	P
Dance, music or art schools or studios; athletic, sports-training or martial arts facilities or schools	SPU	P		SPU	P	P
Driving school	SPU	P			P	P
Miscellaneous	D-C	CBD	RC¹	NC²	GC	O/C

Use						
Day care facilities for the care of more than 12 children	SPU	P		P	P	P
Commercial off-street parking lots and garages	SPU	P			P	P
Temporary uses per Chapter 19.41 LMC	P	P	P	P	P	P
Sidewalk businesses in accordance with LMC 12.30.090 through 12.30.140	P	P		P	P	P
Funeral parlors		P			P	P
Basic utility facilities, non-building structures ¹³	SPU	SPU	SPU	SPU	P	SPU
Self-service storage (mini warehouses)					P	SPU
Convention centers	SPU	P	P		P	P
Bus terminals and stations, transportation and transit facilities	SPU	P	P	P	P	P
Drive-in and drive-through facilities associated with an allowed use	SPU	P	P		P	P
Telecommunications structures and equipment, subject to the provisions of Chapter 16.75 LMC		P	P	P	P	P
Small animal clinics or veterinary hospitals	P ⁷	P ⁷			P ⁷	P ⁷
Pet grooming	P	P	P	P	P	P
Boat marinas						P
Microbrewery/microwinery/craft distillery		SPU			P	

Use						
Religious assembly and institutions, community centers	P ⁶	P			P	P
Public safety facility		P	SPU		SPU	P

1. See LMC [19.44.050](#) for further clarification on what is a permitted use within the regional commercial district.
2. See LMC [19.44.040](#) for further clarification on what is a permitted use within the neighborhood commercial district.
3. Providers of ambulance services need a special property use permit.
4. Bed and breakfast inns must be located above the first floor in the D-C district.
5. No outdoor display of motorized vehicles is allowed.
6. In the D-C district any property use intended to primarily provide meeting areas for secular and nonsecular uses without an ongoing active ground floor use is prohibited. An “active ground floor use” means a retail, business, or entertainment use where persons come and go on a constant and frequent basis.
7. The medical care and services administered to animals shall occur only within the confines of the principal building located on the premises.
8. These uses are not allowed within 700 feet of the centerline of the west end of the city street named Mark Morris Court.
9. Brewpubs are permitted outright only in conjunction with LMC [19.44.050](#)(4), sit-down restaurants with a minimum enclosed floor area of 5,000 square feet.
10. These uses are only allowed in the O/C district if they are located west of 12th Avenue, except Assessor’s Parcel Number 08749 is allowed to have these uses also.
11. Per LMC [19.44.050](#).
12. Per LMC [19.44.040](#).
13. City water, sewer, and drainage pump stations are permitted outright in all commercial districts and are not subject to setback requirements of this chapter.

14. In the D-C zone, these uses may only be located on lots with frontage on 12th and 14th Avenues.

(Ord. 3461 § 1, 2022; Ord. 3450 § 7, 2021; Ord. 3442 § 4, 2021; Ord. 3425 § 2, 2020; Ord. 3421 § 2, 2020; Ord. 3395 § 3, 2019; Ord. 3362 § 2, 2017; Ord. 3358 § 1, 2017; Ord. 3297 § 7, 2015; Ord. 3268 § 3, 2014; Ord. 3262 § 2, 2014; Ord. 3202 § 14, 2012).

Exhibit 17.

Letter from Fresenius Kidney Care Longview, LLC Board Chair

November 10, 2022

Randy Huyck, Analyst
Certificate of Need Program
Community Health Systems
Washington Department of Health
111 Israel Road SE
Tumwater WA 98501

Re: CN Application #23-02 FKC Cowlitz

Dear Mr. Huyck:

I am the Chair of the Board of Managers of Fresenius Kidney Care Longview, LLC. By this letter, I confirm for the Certificate of Need Program that the proposed new location for FKC Cowlitz (2224 and 2314 38th Avenue Longview, Washington) is located within the Exclusive Territory as defined in the Fresenius Kidney Care Longview, LLC Limited Liability Company Agreement.

Sincerely



John Rodriguez
Board Chair
Fresenius Kidney Care Longview, LLC